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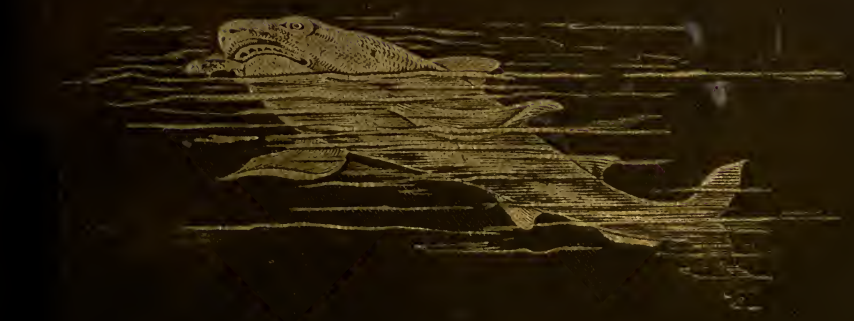
THE MONEY-LENDER

THOMAS FARROW



THE MONEY LENDER UNMASKED.

"This is an illustration of what is permitted by the law of England. It is scandalous."—Mr. ROXBURGH (Assistant Judge), Lord Mayor's Court.

"The absolute repeal of the Usury laws has brought into existence these swarms of Money-Lenders, who, like parasites bred on animals, injure their vital power, and impair the health of the commercial body."—A COUNTY COURT JUDGE.

"The facts which you have collected should convince any reasonable minded person of the necessity of some law being passed for the protection of ignorant borrowers."—A SWANSEA MONEY LENDER.

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THE

MONEY-LENDER

UNMASKED.

BY

THOMAS FARROW.

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LONDON:

THE ROXBURGHE PRESS,

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WESTMINSTER.

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PREFATORY.

THE Author has endeavoured, in a popular style, to describe and expose the methods adopted by the majority of Money Lenders in the ordinary course of their business, and he believes it to be the first time that any attempt has been made to place the whole of the facts in a succinct form before the public.

The history now told is the outcome of continuous observation and personal investigation, and the writer earnestly hopes that, as a sequel to the recital, every reader may regard it as a duty to exert himself in an endeavour to remove the evils herein brought to light.

In a leading Journal it was recently remarked that the system of money lending had been so frequently ventilated and exposed, and had arrived at such a deplorable state, that nothing more could be said or done for it—it was simply irremediable in its baseness and hopeless in its condition. Whether this be so or not, the reader can judge for himself after he has perused the following facts and the author's tabulated suggestions.

True, the system has assumed gigantic proportions; true, it has worked incalculable mischief in the commercial world; true, also, it has brought about the wreckage of homes and the downfall of men and women in their struggles to retain a means of livelihood—but, by the writer, it is regarded as equally true that by individual and combined effort the system may be purified and placed on a just and equitable basis.

The reader will be invited to view the subtleties of this financial snare in successive stages. His attention will first be drawn to the tempting baits offered by the Money Lender to entrap his victim, whom, having allured, he persuades to part with an entrance fee,—at length secured and the door closed upon him, the trapper proceeds by various devices to prevent escape. The reader will then be asked to view the victim in his captivity, to hear his cries and witness his struggles for freedom, often unavailing, sometimes, at great cost, effective. Finally, he will be made aware of the extent and profits of the process, and the ensnarer's reasons and excuses for his artifice.

The picture has in no respect been over-coloured. Imagination has no place where facts are all sufficient, and in this case the facts are overwhelming.

The writer is of opinion that the question which he has ventured to introduce to the public, forms a grave social evil, and that the Legislature should be urged to deal with it, and *at once*.

He desires to thank all those who have in any way helped him in his Inquiry, and particularly the friend

who has so generously provided the whole cost of it, and whose munificence has extended to the relief of many of the victims whose "cases" are herein described.

THOMAS FARROW.

PALACE CHAMBERS,
WESTMINSTER,
February, 1895.

CONTENTS.

	Page
PREFATORY	
1.—MONEY-LENDERS' BAITS	1
2.—THE VICTIM NIBBLES	39
3.—OTHER TRAPS AND TRICKS	65
4.—CAUGHT !	85
5.—TRAPPERS INTERVIEWED	99
6.—EXTENT AND PROFITS OF THE TRAP	129
7.—COST OF CAPTIVITY	143
8.—CRIES OF VICTIMS	165
9.—ESCAPE AT LAST !	177
10.—HOW TO DEAL WITH THE MONEY-LENDER	187

APPENDIX I.—FORMS.

(A). *Statutory Conditional Bill of Sale*	205
(B). *Absolute Bill of Sale*	206
(C). *Warrant of Attorney*	208
(D). *Statutory Declaration taken in conjunction with Promissory Notes*	213
(E). *Promissory Note containing Default Interest Clause*	215
(F). *Demand for production of Receipts for Rent, Rates and Taxes*	216

APPENDIX II.—REPORTS.

Prosecutions of Money Lenders	217

CHAPTER I.

Money-Lenders' Baits.

THE Money Lender is a being peculiar to himself. By force of irony or circumstance, he is compelled to introduce himself to the public in an unusual garb. Unable to rely, for instance, upon a business which will strongly recommend itself, he cannot count on much support from the goodwill and introductions of people who may be otherwise interested in his welfare.

He adopts money lending as a means of livelihood, and is fully conscious of the fact that in order to secure quick returns and large profits, he must invoke the aid of the public at large. But how can he impress himself upon, and secure the confidence of those on whose support he is bound to rely, and from whom it will be his equal duty to extract the uttermost farthing?

There is one satisfactory plan, and one only. He must enter the arena in the disguise of a philanthropist—unburden his heavily-weighted soul to a long-suffering community; convince them of his anxiety to shower with an unsparing hand his benefits upon them, and indicate with precision the paths of happiness, freedom, and fortune.

Throughout the length and breadth of the land he must, therefore, announce his wares in colours glowing

and attractive, and take, as a first step, advantage of the organs of public opinion which find their way into the homes of the rich and the poor, of the spendthrift and the economist.

The result of the money lender's determination is immediately made apparent. Wherever one turns there is *his* name before us. Do we purchase a very religious periodical? His name figures conspicuously on its outside cover. Do we turn to the recognised organs of politics, science, or art? His name confronts us. Do we spend an evening at the theatre, and indulge in meditation between the acts? His name is on the programme. Do we seek repose in some remote country village, and purchase its local paper? His name is there!

As every money lender appears to be afflicted with the same form of malady, the general result is that one rarely buys a newspaper, magazine, or periodical of any kind, without being made aware of the distressing fact that part of the purchase money has gone in securing the brain products and vapourings of the usurious brotherhood.

The following advertisements have been taken from a heap of newspapers and may be regarded as a fair type of the innumerable offers of money to be daily met with in the London and Provincial Press. Only 32 specimens are given, but it will be observed, on careful perusal, that there is in each some distinctive feature, and that all appear on the face of them to be perfectly harmless,—even philanthropic. Comment is needless.

MONEY.

DON'T be misled by specious advertisements.

DON'T pay fees. DON'T borrow if it can be avoided.

BUT, IF NECESSARY, the best thing to do will be to call upon, or write to, the undersigned, who will advise CONFIDENTIALLY and FREE OF CHARGE; and having a fund always ready for investment, advances will be made quickly. Borrowers may rely on being fairly and honourably dealt by. All transactions are Strictly Private.

Apply, personally or by letter, to

MR. G. W. SMITH, 74, Oxford-avenue, Southampton.

Office Hours, 9 a.m. until 8 p.m.

MONEY LENT AT FIVE PER CENT.

From £5 to £2,000.

WHY PAY MORE, when a Private Gentleman is prepared to grant advances to Male or Female, upon their PROMISSORY NOTE ALONE in any part of England or Wales, without Loan Office formalities?

NO BILL OF SALE OR SURETIES REQUIRED.

The advance can be paid back by easy instalments, or can remain out from one to 15 years by paying the interest only. Call or write to the actual Lender.

WILFRED WILBERFORCE, Esq.,

11, Stroud Green-road, Finsbury Park, London, N.

(Near Finsbury Park Station).

A **LADY** RETIRED FROM BUSINESS and having CASH at her disposal, is open to make Temporary CASH ADVANCES of £5 upwards, in confidence, to respectable householders who wish to avoid the usual unpleasantness and routine of a Loan office. No sureties are asked for, and habitual borrowers need not apply,—Apply personally or by letter,

Mrs. CODLING,

5, Darlington Street, WIGAN (Private House).

MONEY.

IMITATION IS THE SINCEREST FLATTERY.

BEWARE OF THOSE WHO COPY MY ADVERTISEMENT.

IMPORTANT TO BORROWERS.

£3 TO £500 may be had immediately on application to 33, PRIORY STREET, DUDLEY.

If you want to Pay your Rent;
If you want to Pay your Debts;

Or any matter or thing, however urgent or pressing these demands may be, you can be accommodated without delay by applying at this old-established Private Office, where business is done in a thoroughly genuine manner, viz.:

The Money always advanced in full, and the interest added to the amount lent—the whole to be re-paid by

EASY PAYMENTS,

for any length of time, as will best suit the convenience of the Borrower, and the Money always lent on the Borrower's own security, and a guarantee of the *strictest secrecy* given if required.

Money Lent to Householders (male or female), Farmers and Cowkeepers, Innkeepers, Tradesmen, Working Men, and all classes residing within 50 miles of Dudley, in sums varying from

£3, £5, £8, £10, £20, £30, £50 to £500.

Letters by post immediately replied to, and no enclosed stamped envelope required for reply.

NO BONDSMEN. NO DELAY.

Apply to Mr. S. FISHER, 30, PRIORY STREET, DUDLEY.

Be not misled by flattering promises, empty advertisements, or assumed names.

N.B.—Mr. FISHER thinks it necessary to caution Borrowers against unscrupulous persons who pretend to advance money, when in *some cases* they are even in a worse position than the person who applied for the loan, and yet some are impudent enough to pretend to have been established before they were actually born. Mr. F. has now been established in Worcestershire since 1869, and Borrowers may depend upon it that if a loan cannot be obtained at his offices it cannot be got anywhere. If Borrowers will persist in trading with people of no standing they have only themselves to blame if they are treated unfairly.

MR. S. FISHER,

ACCOUNTANT, 30, PRIORY STREET, DUDLEY.

THE CLERICAL & MEDICAL BANK.

This Bank grants to Medical Men overdrafts WITHOUT SECURITY, and has no competitor in the size of its business with PROFESSIONAL MEN throughout England, Scotland, and Ireland.

Prospectus on application.

Bills discounted. Deposits received.

Address Manager, Clerical and Medical Bank, Bath.

References to Medical Men if desired.

NO FEES. **MONEY** STRICTLY PRIVATE.

LENT

From £2 to £500.

AT A FEW HOURS' NOTICE, to Professional and Private Gentlemen, Tradesmen, Farmers, Cowkeepers, Market Gardeners, Working Men, Householders (Male or Female), and others.

ADVANCES made upon BORROWER'S OWN NOTE OF HAND, without any SURETIES, BONDSMEN, or PUBLICITY. Advances also made upon Deeds, Life Policies, Reversions, Jewellery, Plate, and Furniture without removal, at a low rate of interest. Repayments to suit borrower's convenience.

Intended borrowers will find it to their advantage to apply to a local office, and to a firm that is known for their straight-forward way of doing business. London offices, as a rule, should be avoided. NO FEES of any description charged. NO DEDUCTIONS. No genuine application ever refused. TRADE BILLS discounted. DISTANCE no objection. Prospectuses free. Office hours, 9 to 9 daily. Established 1886. Apply personally, or by letter,

THE MANAGER,

BEDFORDSHIRE LOAN COMPANY,

9, CASTLE LANE, BEDFORD.

MONEY LENT WITHOUT SURETIES OR FEES.
The EQUITABLE INVESTMENT COMPANY (Limited)
110, Cannon Street, London, E.C.
Make advances daily from £25 to £5,000
On Note of Hand alone; also on Leases, Deeds,
Reversions, Life Policies, Furniture without removal,
Apply direct to the Manager.
Note.—No connection with loan offices or banks.

LONDON AND UNIVERSAL BANK
LIMITED,
449 *Strand, Charing Cross, London.*
ESTABLISHED 1867.
Authorised Capital, £1,000,000. Subscribed, £300,000. Paid-up, £150,000.
Reserve Fund and Uncalled Capital, £160,000.
Loans granted to responsible persons residing in any part of England or Wales, in sums
From £20 to £2,000, upon their
NOTE OF HAND ALONE.
Also upon Life Policies, Leases, Deeds, Reversions, Legacies, Stocks, Shares, Jewels, Plate, Furniture, Plant, Stock, Crops, &c, Easy re-payments, or capital can remain at interest only.
Strictly Private. No Fees. No delay.
Prospectuses forwarded, showing the re-payments and exact interest charged upon various classes of securities.
DEPOSITS RECEIVED
Repayable on demand or at short notice.
WILLIAM J. COCKS, Manager.

MONEY.—NO FEES. NO FEES. On simple note of hand, no bills of sale or securities required. £10 to £5,000 ADVANCED by Mr. King, of 63, Queen Victoria-street, City. Public Caution.—Mr. King for years has advised borrowers not to pay fees, as genuine money lenders do not require fees, but agents live on these unfair extractions from those who are foolish enough to encourage them. Money on reversions at 4 per cent. per annum.

MONEY!

WILL any Lady or Gentleman, in Town or Country, pay a reasonable Interest for an advance from £10 to £1,000 upon their own note of hand alone without the usual Loan Office routine? No surety or Bondsmen required; no publicity.

SPECIAL TERMS TO AGRICULTURISTS.

Apply, in confidence, by letter only, to Mr. E. KELLAND, 75, Oakfield-road, Clifton, Bristol.

PRUDENTIAL DEPOSIT BANK, Limited, 27, JERMYN STREET, PICCADILLY, LONDON, S.W. Cash Advances made Privately, in town or country from

£10 to £2,000.

For short or long periods, to male or female, upon PROMISSORY NOTE ALONE. Also upon Mortgage of Furniture, Stock, Plant, Crops, and Farm Implements; and upon Deposit of Deeds, Leases, Life Policies, Stocks, Shares, Plate and Jewellery, at five per cent. NO SURETIES REQUIRED. Re-payments to suit borrowers' convenience, or the capital may remain at interest only. Loans completed day after applied for. Genuine applications never refused.

Apply personally, or by letter, stating amount required.

CHARLES B. RUTHERFORD, Secretary.

A MANCHESTER CAPITALIST (Member of a well-known and wealthy firm), having a considerable sum of Uninvested Money, is prepared to advance the same in SUMS OF NOT LESS THAN £20 to £1,000 to Persons of undoubted Respectability.

ON THEIR OWN PROMISSORY NOTE, WITHOUT ASKING FOR SURETIES OR SECURITY,

AT A LOW AND REASONABLE RATE OF INTEREST,

For short or long periods.

As this advertisement is not connected with any Loan Society, it is requested that habitual Borrowers will not apply. For full particulars apply personally or by letter direct to the Lender,

CHARLES HENRY RUSSELL, ESQ.,
10, CORPORATION STREET, MANCHESTER.

MONEY. —Borrower's Sole Signature; £5 upwards.—Mr. FORGE, Cigar Importer, 110, Cannon-street, E.C., will complete matters without fees, formalities, or any of the usual loan office modus operandi.

MONEY LENT PRIVATELY.

£10 to £500

ADVANCED by a private gentleman to responsible persons at a few hours' notice, on note of hand alone, at reasonable interest. Easy repayments. Capital can remain if required. No publicity. Distance no object. Strictest privacy. To start in business, furnish your house, to pay your debts or rent, or pay out an execution. No genuine application ever refused.

Apply personally, or write to actual lender,

A. FISHER,

10, FINSBURY CIRCUS, LONDON, E.C.

MONEY LENT on NOTE of HAND ALONE, without any Sureties, and Strictly Private.

£85,000 to lend, in any sum from £20 to £3,000, to all classes, in town or country (distance no object), at greatly reduced rates.

No fees charged, and repayments to suit borrowers.

Money also lent on Deeds, Reversions, Policies, &c., from 5 per cent. This company being the actual lenders, with a large capital and numerous branches in many parts of England, can lend quicker and cheaper than the great majority of other financiers. Established over fifty years.—Call or write to I. S. FIELDING and CO. (Limited), 36, Southampton-row, High Holborn, London, W.C.

£2 TO £200.

THE FARMERS' AND TRADERS' LOAN COMPANY,

19, HALFORD STREET, LEICESTER.

CASH Advanced Promptly and Privately, simply on your own NOTE OF HAND ALONE, without the usual Loan Office Routine. No matter how urgent your case may be, you can be immediately accommodated by applying to us. Advances made in any part of England. Approved Trade Bills Discounted.

£75,000

TO LEND, by the SOUTHERN COUNTIES DEPOSIT BANK, Limited, in sums of £10 to £500, on NOTE OF HAND ALONE, at a few hours' notice, in any part of the country, and to all classes of borrowers, repayable by easy instalments. No sureties required, and no good application is ever refused. *All communications strictly private.* This Bank was expressly incorporated under Act of Parliament to advance money at a low rate of interest to respectable persons, and the public are cautioned against having anything to do with loan offices and money-lenders *whose only object* is to obtain fees. If desired, an Official from the Bank will attend at applicant's residence with Cash and carry out the advance, according to appointment, by letter or telegram, thus avoiding any DELAY. Apply, personally, or by letter to the Manager, Mr. W. H. GOODMAN, 69, Ship Street, Brighton; or to Mr. EDWARD MARTIN, Rent and Debt Collector, St. Faith Street, Maidstone.

THE CHARING CROSS BANK. (Established 1870).
28, BEDFORD STREET, Charing Cross, London, W.C.
Capital £300,000. Reserve Fund £100,000.

ADVANCES of £30 to £3,000 granted at a few hours' notice in town or country, male or female, on mortgage of furniture, trade and farm stock, plants, crops, &c., without removal. Also on deeds, policies, reversions, stocks, shares, and merchandise of every description, repayable by easy instalments. Distance no object.

Anyone requiring money will do well before applying elsewhere or paying fees to think of this: "Surely I can do better with a bank having a large capital at command and devoting themselves to this class of business than I can with so-called private money-lenders or agents with small means." Good borrowers can obtain money here on reasonable terms, quickly.

Special facilities to all requiring banking accounts. DEPOSITS received at 5, 6, and 7 per cent., at 3, 6, or 12 months' notice. Special terms for large amounts. Interest paid quarterly, free of income tax. Write or call for prospectus.

A. WILLIAMS, Manager.

A LADY OF MEANS is DESIROUS OF INVESTING a few thousand pounds in LOANS of £15 to £500; a promissory note the only security required; habitual borrowers need not apply.—Address, by letter only, enclosing stamp for reply, Mrs. H. Russell, No. 13, Oxford-road, Finsbury Park, N.

MONEY LENT BY A PRIVATE GENTLEMAN
UPON NOTE OF HAND,
WITHOUT LOAN OFFICE ROUTINE FROM £10 to £5,000,

TO LADIES, GENTLEMEN, and TRADERS generally, upon NOTE of HAND alone, and to ASSIST PERSONS into BUSINESS. Also upon the Security of Reversions, Annuities, Private Incomes, Furniture, Machinery, Plant, Stock, Crops in town or Country without removal. Also on Deeds and Life Policies, at Five per cent. Only a few hours' notice required to carry out all advances. Apply to the actual lender,

CHARLES WHEATLEY, ESQ.,
No. 34a, GREAT RUSSELL STREET, BLOOMSBURY, LONDON.
N.B.—If desired, Mr. WHEATLEY will attend personally at Applicant's Residence with Cash and carry out the advance on payment of costs. [95393

MONEY.

THE IMPERIAL DEPOSIT BANK, 18, Adam Street, Strand, London, will lend professional gentlemen, tradesmen, farmers, and the public generally, cash upon their own
SIMPLE PROMISSORY NOTE,
without sureties, bondsmen, or any publicity, at 5 per cent. interest, from one to ten years, repayable by monthly, quarterly, or half-yearly instalments, or at a stated period, to suit the convenience of the borrower. Many thousands of transactions have been carried out, and no genuine application is ever refused.

Apply for prospectus, which will show at a glance the exact amount to be repaid.

DUDLEY MORTEN, Manager.

MONEY.—The Grand Secret in Borrowing Money is to find a respectable place where you are honourably dealt with, and have repayments arranged to suit yourself; lower interest than elsewhere. ADVANCES made daily, from £5 to any amount, to all Classes of Borrowers, without Sureties, on Note of Hand or any available security. No connection with Loan Offices or Money Lenders. Every information free. No unnecessary expenses demanded. No genuine application ever refused. Before applying elsewhere call or write to the actual, prompt, and private lender, H. Jones, 53, Union Passage (New Street End), Birmingham. Trade Bills discounted. Strictly private. Straightforward dealing guaranteed.

£100,000

READY to be LENT OUT in sums from £10 to £1,000 to all classes, strictly private and at a very low rate of interest. Loans granted at a few hours' notice in any part of the country on note of hand alone, re-payable by small instalments.

If intending borrowers wish to be treated in a fair and honourable manner they should avoid loan offices and money lenders, whose only object is to obtain fees, and apply by letter only to

Mr. N. GOLDSTEIN,
31, New Street, ASHFORD.

N.B.—Enclose stamp for answer.

DON'T BE WITHOUT MONEY.

FROM £15 TO £1,000

LENT immediately in any part of the United Kingdom by DENTON and Co., who are the ACTUAL and principal PRIVATE lenders for long or short periods. *An exceptionally LOW INTEREST on a simple* NOTE OF HAND ALONE, without Bondsmen, Sureties, and without any securities, fees or formalities. Repayable to suit borrowers. We send the money direct to your residence if desired, and lend to *Gentry (Ladies as well), Doctors, Clergymen, Officers, Lawyers, Farmers, Gardeners, Dairymen, Carriers, Publicans, Cab Proprietors, Shopkeepers, Clerks, Schoolmasters, Private Householders, and Gentlemen's Servants.* The strictest privacy guaranteed in all communications. All information given quite free and confidential. Unequalled facilities offered to all genuine borrowers. No likely application ever refused, and if you cannot borrow money from us you cannot do so elsewhere. Try, and apply to

MESSRS. DENTON AND Co.,
CARLTON CHAMBERS, 6, VICTORIA STREET,
NOTTINGHAM.

TRY AND BE CONVINCED.—LOANS from £2 upwards Daily, without security, and easy re-payments. Strictly private. Apply personally, or by letter, B. LINDEY, 9, Westmoreland Street, near the Infirmary (Private House), also Branch Office at 9, Mansfield Road, Rotherham. 1863.

MONEY LENT ON NOTE OF HAND FROM

£10 TO £5,000 LENT

PRIVATELY at a FEW HOURS' NOTICE to Persons of Position, Tradesmen, Hotel Proprietors, Farmers, and Householders,

Upon Note of Hand Alone,

WITHOUT SURETIES.

NO FEES,

DISTANCE NO OBJECT.

APPLY PERSONALLY OR BY LETTER, TO

Mr. J. FORD, 1, BANK PLACE, NORWICH.

BORROW FROM SCOTCHMEN.—No Exposure or Loan Office Formalities, no Sureties, and on Best Terms; £3 to £500 Lent Privately without delay, on own signature alone, and on borrower's own security. Householders, Tradesmen, Shopkeepers, Farmers requiring Cash should, before applying elsewhere, Call or Write to MACPHERSON BROS., 6, Dixon Street, off St. Enoch's Square, Glasgow. Hours 9 to 7.

LOANS.

THE ABBEY LOAN and DISCOUNT BANK, 110, Middle Abbey-street, Dublin (oldest established Loan Bank in Ireland), makes private advances to all classes of borrowers on their own signature, without bail. Special loans to enable persons to pay rent, debts, and to enable persons to enter into business. Loans can remain out ten years as long as the interest is paid. Distance no object. Apply personally, or write for prospectus, stating amount,

W. MALONE, Manager.

MONEY.—Clerks and others requiring loans, without fees or risking their situations, should apply to Mr. DENT, 26, Moorgate-street, E.C. Existing debts paid off and matters settled for those in financial difficulties.

CHARLES H. WALKER, ESQ.,

HAS

BANK NOTES AND GOLD

To an unlimited amount at his command, and is willing to lend it out in sums from

£15 to £2,000

ON the NOTE of HAND only of any respectable householder at a few hours' notice. DISTANCE NO OBJECT. NO fees, delay, bondsmen, security, or publicity. NO GENUINE APPLICATION refused.

EXCEEDINGLY LOW INTEREST.

Applicants may be assured of prompt personal attention, courteous treatment, and strict confidence. Repayments arranged to suit their convenience.

Apply immediately, by letter only, to CHAS. H. WALKER, Esq., 113, Whiteladies Road, Clifton, Bristol.

A RETIRED SCHOOLMASTER, having a large sum of money at his disposal will advance amounts from £20 to £1,000 to all responsible persons, any distance, on their

SIMPLE WRITTEN PROMISE TO REPAY,

Without sureties, delay, or law costs. Also on deeds at five per cent. repayable by easy instalments, or capital can remain at interest.

SEPARATE DEPARTMENT FOR LADIES MATTERS.

As this is not a regular loan office, habitual borrowers need not apply.

Mr. NUTTALL, 60, KING STREET, MANCHESTER.

£30 AND UPWARDS

Advanced to

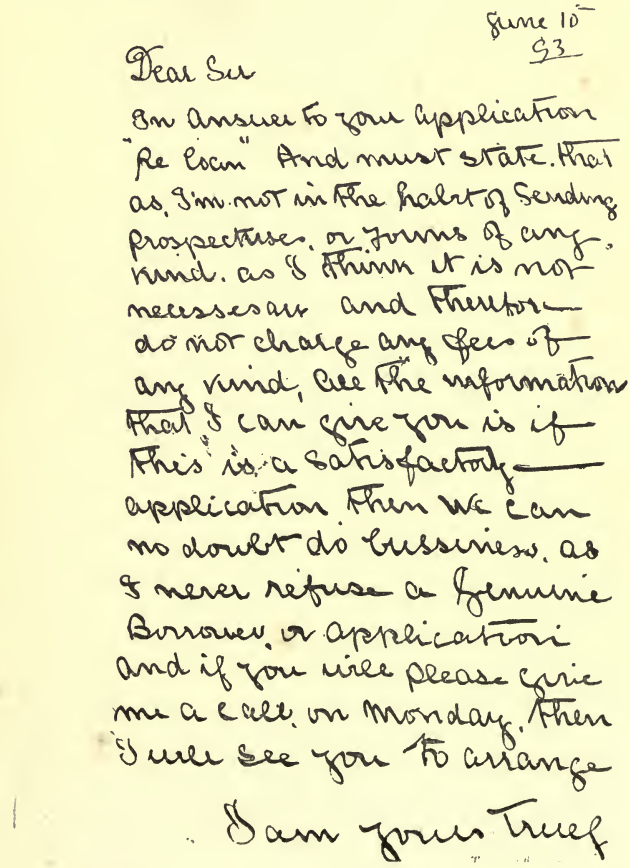
COUNTRY GENTLEMEN, CLERGYMEN, DOCTORS, SOLICITORS, NAVAL and MILITARY OFFICERS, and all the BETTER GRADES of SOCIETY ONLY, by a GENTLEMAN of HIGH STANDING.

Clients may call or I will wait upon them by appointment. No advances under £30. Particulars of

Mr. HERBERT GRUNWELL,
4 Oxford Place, LEEDS.

Telephone, 1,049.

It may be pointed out that in order to become a "Banker" it does not appear absolutely essential to possess a University Education. The ordinary rules of grammar, spelling, capitals, and punctuation, may also, apparently, be treated in an independent spirit. The following is a fac-simile of a letter written by the proprietor of a city "Discount Bank":—



June 10th
93

Dear Sir

In Answer to your Application
Re Loan And must state that
as I'm not in the habit of Sending
prospectuses or Forms of any
kind as I think it is not
necessesary and therefore
do not charge any fees of
any kind, all the information
that I can give you is if
this is a satisfactory
application then we can
no doubt do business as
I never refuse a Genuine
Borrower on application
And if you will please give
me a call on Monday, then
I will see you to arrange

I am yours Truly

But the Money Lender's anxiety to secure custom does not end here. He is restless and fearful whether his newspaper trap may not only miss its object, but actually get overlooked amid the crowd of other baits, which, to him, appear to be of an even more seductive character.

The next thing to do, therefore, is to make his calling and wishes known by means of personal communication with his "friends" the Nobility, Clergy, Medical Men, Officers, Civil Servants, Farmers, and others, who, if not at the moment, may at some future time, be glad to avail themselves of "temporary cash accommodation."

The experiment will not prove expensive, it is true. The only outfit required, consists of Dod's Parliamentary Companion, the Army and Navy List, Crockford's Clerical Directory, Court and Civil Service Guides, Stubbs' Gazette (for Bill of Sale borrowers' addresses), a telephone number, crest, religious motto*, and a nice stock of embossed-headed or tinted notepaper and envelopes.

The apparatus complete, he sets to work thus :—

———MANSIONS, S.W.

SIR,

If ever you require an immediate loan from a *genuine* private source will you favour me with a call or letter?

The Capital can remain so long as interest at £5 per cent. *per annum* is paid. Temporary advances in a few hours. No preliminary fees or charges of any kind.

Yours faithfully,

———

P.S.—Directly opposite the ——— Hotel.

* In one instance, "Deus mihi providebit."—T.F.

PALL MALL, S.W.

SIR,

Having always a very large capital for investment at command I am at any time prepared to let you have on your simple note of hand any sum from £100 to £10,000, and, lending my own money, I make no charge but a moderate rate of interest, and carry out all business without the slightest delay.

Yours truly,

No business done with minors.

REGENT STREET, W.

DEAR SIR,

Should you at any time require an advance on your simple signature I should be glad to hear from you. I shall at all times be pleased to grant you personally such accommodation promptly, without making any inquisitive enquiries and give you my best personal attention.

I venture further to state my endeavours will give you every satisfaction, and may add, I make no charge unless business is transacted. I shall be glad of a call any day you may be passing here, or I would wait upon you by appointment free of any charge.

Yours faithfully,

MUNSTER PARK, S.W.

MADAM,

I have many private friends, ladies and gentlemen, who are anxious for me to find them investments at moderate and fair rates of interest.

If, therefore, at any time you are desirous of procuring a sum of money with promptitude, I shall be pleased to afford my immediate attention in answering any queries (in strict confidence), and make any suggestions that I may think necessary to facilitate the carrying out effectually any business you may wish.

I annex a list of securities which may be expeditiously dealt with, and I may further mention that I am prepared to satisfy existing and embarrassing claims either by making *further* or entirely *fresh* advances.

I am, yours truly,

PICCADILLY, W.

SIR,

I beg leave to call your attention that I still continue to make immediate Cash advances and to discount bills in town or country (distance no object), from £20 to any amount to Ladies and Gentlemen, Noblemen, Medical men, Clergymen, Solicitors, Tradesmen, Farmers, and persons of position generally on their own Note of Hand alone. No Sureties or Security required, for short or long periods.

All transactions are carried out in a most honourable, courteous, and straightforward manner, and strictly private.

I am a private Gentleman, and there are no Money Lender's formalities of any kind.

Should you be in need of Financial Accommodation, you are invited and cannot do better than to apply to me, before communicating elsewhere.

Awaiting your commands,

I am, Sir, yours obediently,

RUSSELL SQUARE, W.C.

SIR,

Whilst looking through one of the Trade Journals I noticed you have a Judgment registered.

I am sure you will pardon my alluding to the subject, but I have had 30 years' experience as an Accountant in Bankruptcy and through my lengthened professional connection with trade matters, I have become acquainted with the numerous inconveniences, and dangers, arising from such publicity.

Should any temporary embarrassment happen in your case, and if you are pressed by Creditors, or have process served upon you, if you favor me with a call, I should be pleased to give you, *gratis*, the best advice how to act under the circumstances.

I have a large amount of capital at command, to pay off existing Bill of Sale, and can make advances on liberal terms.

Yours truly,

ST. JAMES'S, S.W.

Colonel J. being concerned for considerable sums of money for which he requires safe investment, is desirous of carrying out advances from £50 upwards upon security of Reversions, Annuities, Funds in Chancery, Life Policies, monies left under will, Freehold and Leasehold Houses, Bonds, &c., also upon Mortgage of Furniture, Farms, and Implements, the principal remaining and the interest payable to suit the Borrower's convenience.

Colonel J. is willing to place beginners in business by finding them

capital at from three per cent. per annum, principal remaining over a period of three years.

Colonel J. can be seen any morning by appointment, between the hours of 9.30 and 12.0 o'clock.

The gallant author of the last mentioned circular somewhat mystified a "would-be beginner" in business, who thus describes his visit :—

"I was attracted by Colonel ——'s ingenious and seductive letter. The crests upon paper and envelope added to the charm. I called to see him about a fruit farm I wished to take over, and found a melancholy gentleman, with whom I shook hands, and a 'Secretary' with whom I talked over the business, the Colonel remaining half hidden behind a small forest of palms, with which the centre table was decorated.

"The house was well furnished, and the whole thing an elaborate decoy for high-class pigeons.

"In the drawing-room was a large equestrian portrait of Mrs. ——, whose name appeared in the Directory as the occupier of the house, and I made out that she was still there, as on one occasion at a holiday season, I called on the Colonel, and after waiting some time for the Secretary, was told by the former that "Madame" had reminded him that the Secretary would not be there to-day.

"The whole place looked to me like a training school for young aristocrats in various forms of dissipating money, and obtaining new supplies through the Secretary (not a bad fellow in himself), named B——, apparently the ill-paid agent of some City Financiers, possibly the —— gang of Cannon Street.

"Of course I did not get an advance.

"I heard afterwards that the Colonel (an American) hadn't a penny, and that he and "Madame" were in with some fast theatrical set; but as they asked me for no preliminary fees, it is difficult to see where the profit came in."

The smaller Money Lender selects a less attractive bait, and leaves a cheaply printed card in the letter box, or at the door :—

MONEY ADVANCED BY A RETIRED TRADESMAN
IN SUMS OF **£5 to £500**

TO LADIES and GENTLEMEN, Farmers, Lodging House Keepers, and Others. In Town or Country, Distance no Object.
On the Shortest Notice. Upon Note of Hand Alone.

Why worry how to Pay your Rent, Rates, or Taxes, or any other pressing cases, when you can obtain money at Low Interest, to be repaid by easy instalments. Money also advanced upon Furniture, Pianos, Life Policies, Antique Furniture, Freehold and Leasehold Property.

ALL INFORMATION FREE OF CHARGE.
THE STRICTEST SECRECY OBSERVED IN ALL CASES.
NO GENUINE APPLICATION EVER REFUSED.

Before going elsewhere and wasting time, and paying fees, call or write to ascertain my terms.

A. BROWN, BRIGHTON.

In various parts of London tram cars are illumined by offers of money to the impecunious. In Brighton, for want of trams, 'busses are utilized. In other parts, walls and hoardings are brought into requisition, the posters displaying a friendly competition with well-known advertisers of soap, mustard, and pills. Of such presumptuous rivalry one can hardly disapprove, for the Money Lender may be excused lack of humour and a sense of the fitness of things. He cannot be expected to realize the peculiar appropriateness of the association!

Elsewhere the costermongers' stalls enjoy the honour of proclaiming to the poorer classes of the community the

whereabouts of certain professed philanthropists, so that whether by day they invest their pence in fruit, vegetables, or fish, or by night in coffee or potatoes, they are ever brought face to face with the offer of the means by which the costermonger may be supplanted by the trader who deals in more expensive wares.

A very ingenious scheme is exemplified in the use of the "Agony Column" of a leading daily paper, wherein a quasi friend sends consolation to an anxious mind by advising him "not to worry; Mr. —— would advance the money upon a Promissory Note, as a Bill of Sale gave too much publicity!"

The bait, however, which plays the most important part of all in the Money Lender's business is the Prospectus. The advertisement may prove of excellent service in attracting the attention of future Clients to a particular Institution; the Circular may give assurance to intending borrowers that the Money Lender is deeply interested in their personal affairs; but it is the Prospectus which is mainly relied upon to extract the all-powerful *preliminary fee;* hence its importance.

Expense must not be spared in the style of its "get up;" logic must not be wanting in its composition; a photograph of the premises must be exhibited on its front page; it must in fact, invite, tempt, fascinate, and convince. Of these alluring baits the writer has a large collection, and in order to give the reader a fair sample of the whole, the following is reproduced in extenso, save the name, photograph, and address of the Bank. He would have given even these details with readiness, had he the slightest desire to act as the Bank's advocate.

The —— Deposit Bank,

LONDON, W.C.

CAPITAL, £250,000. RESERVE, £50,000.

IMPORTANT NOTICE.

THIS BANK was established in 18—, *and is registered under the Bank Charter Act,* 7 *and* 8 *Vic., Cap.* 32, *Sec.* 21, *and the Manager strongly advises the public to have no dealings with unregistered Banks, private gentlemen, or Loan Offices.*

Attention is also called to the fact that Banking Accounts are opened and Cheque Books supplied without any charge being made or stipulated balance kept. Deposits are also received subject to 3, 6, 9, *or* 12 *months' notice of withdrawal.*

Over £30,000 *is now on deposit, which must speak for the stability and integrity of the Establishment.*

The advances made during the last 12 *years exceed* £1,280,000.

BANK HOURS, 10 till 4. SATURDAYS, 10 till 2.

PROSPECTUS.

ADVANCES MADE WITHOUT DEDUCTIONS, FOR SHORT OR LONG PERIODS IN ANY PART OF ENGLAND OR WALES.

From £20 to £2,000,

ON SIMPLE PROMISSORY NOTE ALONE, WITHOUT BILL OF SALE OR ANY PUBLICITY.

Also upon Furniture, Stock in trade (without removal), Farm Stock, Plant, Growing Crops, and to assist persons into Business, at 5 per Cent. Interest, from One Month to 10 Years.

Private and Professional Gentlemen, Manufacturers, Merchants, Tradesmen and other persons (Male and Female), although in good positions and of the highest respectability, occasionally find themselves liable to unexpected demands, and notwithstanding the fact that they are in receipt of large incomes, require, at certain periods, temporary accommodation, which they are unwilling to obtain from their Bankers or Private Friends. In all such cases the ——— Deposit Bank offers a strictly confidential, reliable, and trustworthy source from whence to obtain the necessary assistance without favour or formal introduction, the object of the Borrower being in every way promoted and facilitated, and his convenience consulted by a free choice of repayments. (*See other side*).

If any further information is required the Manager will have much pleasure in giving same, either by letter or personal interview, any day between the hours of Ten and Four o'clock, Saturdays between Ten and Two.

Scale of Interest and Repayments

For every £100 or part of £100.

TWELVE MONTHS.

Money Advanced.	Interest Added.	Monthly Repayments.	Quarterly Repayments.
£	£ s. d.	£ s. d.	£ s. d.
20	1 0 0	1 15 0	5 5 0
30	1 10 0	2 12 6	7 17 6
40	2 0 0	3 10 0	10 10 0
50	2 10 0	4 7 6	13 2 6
60	3 0 0	5 5 0	15 15 0
70	3 10 0	6 2 6	18 7 6
80	4 0 0	7 0 0	21 0 0
90	4 10 0	7 17 6	23 12 6
100	5 0 0	8 15 0	26 5 0

EIGHTEEN MONTHS.

Money Advanced.	Interest Added.	Monthly Repayments.	Quarterly Repayments.
£	£ s. d.	£ s. d.	£ s. d.
20	1 10 0	1 3 11	3 11 8
30	2 5 0	1 15 10	5 7 6
40	3 0 0	2 7 9	7 3 4
50	3 15 0	2 19 9	8 19 2
60	4 10 0	3 11 8	10 15 0
70	5 5 0	4 3 7	12 10 10
80	6 0 0	4 15 7	14 6 8
90	6 15 0	5 7 6	16 2 6
100	7 10 0	5 19 6	17 18 4

TWO YEARS.

Money Advanced.	Interest Added.	Monthly Repayments.	Quarterly Repayments.
£	£ s. d.	£ s. d.	£ s. d.
20	2 0 0	0 18 4	2 15 0
30	3 0 0	1 7 6	4 2 6
40	4 0 0	1 16 8	5 10 0
50	5 0 0	2 5 10	6 17 6
60	6 0 0	2 15 0	8 5 0
70	7 0 0	3 4 2	9 12 6
80	8 0 0	3 13 4	11 0 0
90	9 0 0	4 2 6	12 7 6
100	10 0 0	4 11 8	13 15 0

FOUR YEARS.

Money Advanced.	Interest Added.	Monthly Repayments.	Quarterly Repayments.
£	£ s. d.	£ s. d.	£ s. d.
40	8 0 0	1 0 0	3 0 0
50	10 0 0	1 5 0	3 15 0
60	12 0 0	1 10 0	4 10 0
70	14 0 0	1 15 0	5 5 0
80	16 0 0	2 0 0	6 0 0
90	18 0 0	2 5 0	6 15 0
100	20 0 0	2 10 0	7 10 0
200	40 0 0	5 0 0	15 0 0
300	60 0 0	7 10 0	22 10 0

SIX YEARS.

Money Advanced.	Interest Added.	Monthly Repayments.	Quarterly Repayments.
£	£ s. d.	£ s. d.	£ s. d.
70	21 0 0	1 5 4	3 15 10
80	24 0 0	1 8 11	4 6 8
90	27 0 0	1 12 6	4 17 6
100	30 0 0	1 16 2	5 8 9

TEN YEARS.

Money Advanced.	Interest Added.	Monthly Repayments.	Quarterly Repayments.
£	£ s. d.	£ s. d.	£ s. d.
70	35 0 0	0 17 6	2 12 6
80	40 0 0	1 0 0	3 0 0
90	45 0 0	1 2 6	3 7 6
100	50 0 0	1 5 0	3 15 0

Larger amounts the same in proportion, and any advance exceeding £100 can be repaid by Half-Yearly Instalments, or a special mode of repayment can be arranged to suit the convenience of the Borrower; and should the Borrower not be in a position to pay any instalment on the day it becomes due, additional time for payment will be granted, providing a request in writing for same is sent to the Bank before the instalment becomes payable, and the security is not jeopardised by so doing.

SPECIAL NOTICE.

INTENDING BORROWERS, and the Public generally, are requested to read the opinions of the public press, before making an application, in order that they may know something of the concern they are about to deal with. On the form of application a demand is made for a certain sum of money wherewith to defray the expenses connected with the proposal; but the attention of the sender is called to the fact that the sum named includes all expenses, time, etc., etc., and no other charges are made whatever. The amount applied for is advanced in full, no deduction of any kind being made.

Applicants are informed that many of the so-called Advance Banks, Loan and Discount Companies and others, charge at first, a small preliminary fee (for which they do nothing except writing one or two letters); and should they succeed in obtaining the amount demanded, they then compel you to insure your life in some worthless Life Office—for they receive half of the premiums you pay upon the Policy—or they endeavour to obtain a very large fee for what they term legal charges, surveyor's fees, and travelling expenses, and if the unfortunate applicant is foolish enough to remit it, the loan applied for is seldom, if ever granted; for they generally demand unreasonable security, which they know their client is unable to give, and the money they have received is entirely lost to the applicant. In fact their only object is to extort fees under the most flagrant misrepresentation.

This is a Copy of Promissory Note for an advance of £100 and interest for one year.

£105 : 0 : 0. London, 18

I promise to pay The ——— Deposit Bank, or their order the sum of One hundred and five pounds for value received by instalments of Eight pounds, fifteen shillings per month, the first instalment to become due and payable on the first day of April next and a like amount on the first day of each and every succeeding month.

Payable at London.

Name.....

Address.....

Opinions of the Public Press.

EXTRACT FROM

The ——— TIMES (*Manchester*).

For a long time past the commercial horizon has gradually and surely darkened. We have watched, with an intuitive mind, the industries of continental nations. We have stood appalled at the reckless bartering with the people's money by some of our own countrymen. Can we wonder that scarcely a shadow of a hopeful sign is visible? Their folly meant other people's embarrassment. Farmers are now glad to dispose of every bushel of wheat and corn, even at a loss; and manufacturers, rather than stop their machinery, are content to sell every yard of cloth at a trifle below the cost of production. Old-established and wealthier firms bear this necessary strain upon their resources, knowing that it will only continue for a season; others hold out for a time, but at length have to obtain temporary aid to tide over the depression, or they are ruined. Hundreds of farmers have been enabled to keep intact their comfortable little homesteads; shopkeepers, manufacturers, ironfounders, and traders of various classes throughout the twenty-eight counties of England alone, have escaped the ruinous consequences of bankruptcy by the timely and pecuniary assistance rendered by Mr. D——, of the ——— Deposit Bank. The excellent manner in which the business is conducted, the confidence reposed in Mr. D—— by those accustomed to do business with him, and the secrecy observed in dealing with applications for money, have contributed towards the marvellous progress of his business. Almost every preceding commercial crisis since 1880 has rid us of reckless and fraudulent traders. When they pass from view, the industries of this country are, as it were, disenthralled, and the "path of human progress" again made bright and cheerful.

EXTRACT FROM

The ——— REPORTER (*Manchester*).

——— DEPOSIT BANK.

Not long ago we gave publicity in these columns to a glaring case of victimising by money lenders. It was the case of a person in a fair way of business, who had recourse to the aid of a firm of veritable modern Shylocks, trading under a style that seemed to give promise of fair dealing, as a temporary experiment, As is only too frequently the case when the hard-pressed fall into the clutches of unscrupulous money lenders, the result was bankruptcy and ruin of the poor tradesman, who, when retreat had become impossible, made the discovery that his credulity had been practised upon, and that he had trusted himself to the tender mercies of past masters in the subtle art of legalised knavery. Our advice therefore is, "Neither a borrower nor a lender be"; but there are circumstances in which it would be an act of cowardice—nay, we may say an act of suicide—to shrink from taking up a loan. We will instance the

FORM OF APPLICATION.

To be torn out and sent to the Bank when an advance of cash is required.

Amount of Money required £_____

*Date of Application*_____

*For how long*_____

*How proposed to be repaid*_____

*Christian and Surname in full*_____

_____

*Address in full*_____

_____

*Nearest Railway Station*_____

*Distance therefrom*_____

*Occupation or Profession in full*_____

Please state the Paper in which you saw the Advertisement _____

_____

Applicants sending from any part of the country will have the same prompt attention as those applying in London, and urgent cases will be attended to at once.

*The sum of*_____ *must be paid on returning this application, to defray the necessary expenses connected with the proposal*, and upon receipt of same the matter shall have immediate attention. All communications received are kept strictly private and confidential, and no enquiries whatever made from any person (except yourself) in your neighbourhood. When a second advance is required, or where Borrowers are known to the Manager, no expenses whatever are charged, but the amount required can be had by calling at the Bank, or is remitted in Bank of England notes, enclosed in a registered letter.

Post Office Orders to be made payable to Mr. D———, Money Order Office, London, W.C. Cheques to be crossed "London and County Bank."

TEN REASONS

Why you should do business with the ——— DEPOSIT BANK.

1.—Because there is no publicity.
2.—Because the Bank staff is bound to secrecy.
3.—Because the loan is advanced in full, no deductions being made.
4.—Because no enquiries whatever are made in the neighbourhood in which the applicant resides.
5.—Because the capital is large, and consequently the interest charged is very low.
6.—Because ONLY the out of pocket expenses are charged.
7.—Because the Bank is registered.
8.—Because time is given in all cases for payment, providing the same does not jeopardise the interest of the Bank.
9.—Because the loan can remain as a standing advance, the interest ONLY being paid quarterly.
And, finally, because the only security required is the simple promise to pay of the person to whom the advance is made.

Opinions of the Press—*continued.*

farmer whose crops have suffered from the ill-conditioned weather. The man who has made a heavy loss, but who can tide over his difficulties if time only be given. Another, who has suffered from a long-continued illness, and is being pressed all round for payment of small accounts. These and hundreds of others by obtaining an advance, repayable by small instalments over a stipulated period, would ease their cares and restore the happy frame of mind they were wont to enjoy. We call the attention of such to the ——— Deposit Bank, where all their scruples will be respected, and where, moreover, they may obtain at short notice, and at a perfectly legitimate rate of interest, the sum of money they require. It is enough to mention that the business of this well-known house is as free from reproach as the largest banking concerns in this country, and we feel assured it ever will be so long as Mr. D—— is connected with it as manager, or in any other capacity.

EXTRACT FROM

The ——— OBSERVER (*London*).

In answer to our readers, we beg to say that we never recommend or give advice in money matters, but there are respectable firms to which persons may

safely apply, with the knowledge that they will not be unfairly treated, and we might refer to the business carried on by a Mr. D—— of London, who makes advances upon all kinds of securities, from £25 upwards, and from what we have heard, we believe our readers could not do better than apply to him if ever they should require temporary assistance.

EXTRACT FROM

The ——— RECORDER (*Yorks*).

Our friend "Smith" applied to us the other day to know if we could recommend a firm or establishment who would make him an advance upon his promissory note. We at once asked him why he did not go to his bankers, and he replied that they had already discounted £500 of his trade bills, but declined to do more until some of them now in their hands had been paid, but he said, "I am perfectly sound, but want slight help at the present time." After considering for a few moments we advised our friend to apply to the ——— Deposit Bank, London, and he writes us this morning that he did so, and they lent him at a fair interest £100 upon his simple promissory note, for six months, within three days after he made the application. This speaks volumes for the ——— Deposit Bank.

EXTRACT FROM

THE ——— GAZETTE (*London*).

The ——— Deposit Bank ranks foremost amongst the very few that afford to gentlemen, farmers, tradesmen, and the general public, the means of obtaining loans on the most advantageous terms, and ensures entire freedom from the vexatious enquiries, fees, publicity, etc., usually inseparable from the practice of advance banks. The ——— Deposit Bank was registered in 18—, and has advanced since that date £1,280,000. There is at the present time over £30,000 upon deposit, and last year 520 loans were made upon simple promissory notes, bills, deposit of jewels, merchandise, life policies, and reversions. It has a capital of £250,000, and a reserve of £50,000. The high estimation in which this Bank is held, and the unprecedented extent of its constantly-increasing business, speaks volumes in praise of its zealous and efficient Manager, Mr. D——, from whom every information respecting the loan and deposit departments can be obtained by applying to the head office, ——, London, W.C.

EXTRACT FROM

THE ——— OBSERVER (*Hastings*).

We have much pleasure in drawing the attention of our readers to the fact that the ——— Deposit Bank, of ——, London, W.C., the manager of which is the well-known financier, Mr. D.——, advances cash to anyone in need of same, upon their own simple note of hand, that being the only security required. It is also worthy of notice that the matter is not made public in any shape or form, either by newspaper, periodical, trade list, or gazette.

Rules and Instructions for Depositors.

Every Depositor will receive an official Deposit Note for all payments made to the Bank.

No Deposit will be received for less than £10, or more than £1,000, unless special permission has been obtained from the Bank prior to the Deposit being made.

Deposits will be received upon the following terms :—

3	per cent.	per annum,	subject to	3	months'	notice of withdrawal.
4	"	"	"	6	"	"
4½	"	"	"	9	"	"
5	"	"	"	12	"	"

A Depositor may at any time withdraw all or any part of the Deposit (subject to proper notice), and for that purpose must send a written notice to the Bank of such intention, specifying if all or what part of the Deposit is required.

Interest is paid on the 25th March, 24th June, 29th September, and 25th December, in each year, and will be remitted to the Depositor free of Income-tax, this being paid by the Bank.

The Bank reserves to itself the power to return any Deposit, by giving the specified notice, and on the expiration of such notice, Interest will cease to be paid.

The Officers of the Bank are bound to secrecy.

It would tire the reader to wade through a detailed criticism of the foregoing specious document. It may be dismissed with the general comment that its financial stability, interest table, form of promissory note, reasons for doing business, and press opinions, convey an absolutely false impression of the facts which actually exist. It is an ordinary 60 per cent. loan office; while so far as the "Press opinions" are concerned, the reader is asked to exercise his own judgment as to whether they are not either highly-priced advertisements, or puffs, inspired by the manager of the bank in question?

The writer challenges the Manager of the Bank to debate the whole question with him upon a public platform.

In the case of a similar loan bank, boasting editorial comments, the writer called upon an official of one of the newspapers which had been quoted. The explanation forthcoming was that although the paragraph had been actually drafted in the office it was a "puff" given by the journal in consideration of past advertisements, and without any real knowledge of the operations of the so-called bank,—surely a serious responsibility.

In another prospectus, a table is given to show at a glance the dividends paid by some of the leading joint stock banks, and the prices of their shares. It is explained that "those institutions appeal to the higher class of merchants, traders and private persons, leaving almost without banking or borrowing assistance a very large and important class of professional men, tradesmen and others, who equally need the facility of banking or temporary advances, but who

cannot afford to submit to the terms imposed by the great joint stock Banks; and it is to this latter class of persons that the bank seeks to extend the system of banking."

All this, of course, is intended to prove that the loan office is a "bank" in the ordinary acceptation of the term, and to strengthen this impression a long string of "objects," for which the bank was established, is attached to the prospectus.

The prospectus of a large London loan office has this foot note in bold red type:—

"CAUTION."

"It having come to the knowledge of the proprietors of the —— Bank that certain persons are not only copying the style of advertisement adopted by the bank, but also its prospectus, they beg to caution intending borrowers from having any dealings with such persons. This bank has gained during the last 16 years the general esteem of the public, and the fair and equitable way in which all their business is transacted has caused it to be looked upon as one of the principal establishments of its class in the country. Like all other businesses which have proved a success, it has many wretched imitators, who dignify their little rooms in the top floor of some obscure building by the high-sounding title of "bank." Borrowers would do well to beware of such, as their capital is very small, and if they offer to make an advance it is generally on such extortionate terms, or for such a short period, as to render it practically useless to the borrower. The reserve fund of the bank exceeds £50,000. Borrowers can therefore depend on getting advances not only at a less

interest, but for a longer period than is possible at any other establishment. For reasonable charges, length of time granted for repayment, and dispatch with which all transactions are completed, *this bank defies competition.*"

There is, however, abundant evidence to prove that the bank is not worthy of the general esteem of the public; while in regard to the complaint that certain persons are copying its style of advertisement, the writer may mention that he has recently induced the "banker" to alter its form. In it he had stated that he was prepared to lend money at 5 per cent. interest, which of course meant 5 per cent. per month, or 60 per cent. per annum, and the "banker" has now gone so far as to say "*from* 5 per cent. interest." It was also mentioned that the bank "was not connected with any other advance companies or loan offices," which the writer knew to be false, and this clause has now been excised.

The circular of a large Country loan office contains the following statement:—"This bank does the largest personal advance business in the United Kingdom, and sustains the highest reputation." Yet it is a fact that this very institution has been prosecuted by the Government for serious offences under the Companies' Acts, and its chief proprietor fined £105 or three months' imprisonment. 60 per cent. interest is its minimum charge, and all its promissory notes contain a default interest clause of 216 per cent. Numbers of its clients are tricked into giving Bills of Sale. The valuers have instructions in writing to deceive borrowers as to the rate of interest, and to adopt other unscrupulous methods. It has

probably been responsible for more bankruptcies than any other similar institution, and is, in short, a money-lending concern of the most obnoxious type. It is about to adopt a new name in the vain hope of covering its iniquities.

The prospectus of Henry Hunter, Esq.,* late of Westminster Bridge Road, implies that money at "5 per cent. interest" can be had on mere application. It informs borrowers that "they are dealing with the actual Lender," and not agents or persons who profess to obtain "Loans for Respectable Applicants." Further, Mr. Hunter, states that "he has decided upon granting ALL advances to responsible persons *upon note of hand* alone at 5 per cent.; and, having a larger amount of unemployed capital in hand than necessary, he is anxious to grant every proposal sent to him." The writer purposely tested the bona fides of these statements—applied for a loan of £50, repayable at the end of twelve months, together with £2 10s. 0d., the interest thereon at the rate of 5 per cent. per *annum*. Mr. Hunter's representative called, expressed great satisfaction, urged the applicant to take up a much larger loan than £50, and walked off delighted with the cheque for his preliminary fee of £1. Later on, the inevitable "refusal" came to hand, whereupon the writer essayed to teach Mr. Hunter a lesson, by demanding (within twenty-four hours) the return of his fee under a threat of legal proceedings. The usurer disgorged it, with the comment that the writer was "a most unreasonable man."

The prospectus of another Advance Bank informs

*Since Bankrupt.—T.F.

intending applicants that pretending Money Lenders, or alleged banks, are constantly offering money on "favourable terms," and warns them against having any dealings with such persons for several reasons, amongst which are the following :—

"Firstly : They depend to a great extent upon being successful in extorting preliminary fees.

"Secondly : They are not Money Lenders, but agents who endeavour to extort one commission from you, and another from the person to whom they introduce you.

"Thirdly : They will deceive you in respect to the rate of interest by telling you that the money will be lent at 5 per cent., leaving you to believe it to be 5 per cent. per annum, whereas the real charge is 5 per cent. per month, or 60 per cent. per annum."

Under those circumstances, the Manager states he "has great pleasure in bringing to the notice of the public the ——— Advance Bank, Limited."

"Money makes Money" is the heading of another Bait—its main object being to secure the confidence of Farmers and Tradesmen. "Why have so many Creditors?" it asks them. "The simplest, and in probably the majority of cases, the cheapest method is to borrow from a respectable Money Lender a sum sufficient to discharge the whole of one's liabilities, and thus to have only one creditor, who may be paid by easy instalments. This plan gives the debtor time; it avoids the expense and publicity of legal proceedings ; and enables the borrower to maintain the respect and confidence of his former creditors, and to deal with

them in the future on the advantageous footing of an unblemished commercial reputation.

A Money Lender, whose circular appears on a previous page, emphasises the credentials of his respectability by forwarding to needy people the accompanying warning and testimonials :—

"**CAUTION.**—Some 30 years ago I conceived the idea of communicating with parties having Bills of Sale, or Judgments registered against them, offering my advice with a view to help them out of any difficulty in which they might be placed. Several unprincipled persons, Loan Office touts, and others (who have neither money to lend nor clients with available capital) have, in a most barefaced manner, copied my Circulars and attempted to adopt my style of doing business, with the object to mislead the unwary.

Many of my would-be competitors are merely ignorant, impecunious copyists. DO NOT PAY THE SLIGHTEST ATTENTION TO THEM, BUT CALL AND SEE ME FIRST."

"COPY TESTIMONIALS.—Originals can be seen.

HOPE PARK, BROMLEY, KENT,
August 25th, 1893.

DEAR MR.

I have known you, as you know, for many years, during some of which we met when I was at the Bar, although I believe we were on different sides.

I desire to say of you, now that I have left the Bar for the Bench, what every other man who knows you as I do would say, namely, that you are an honourable, astute and experienced Accountant, entertaining such an opinion of you, it is needless to say, that I wish you well, with all the strength of such a wish.

Yours very truly,
(Signed) R. D. YELVERTON,
Chief Justice of the Bahamas.

BROCKWELL PARK, HERNE HILL, S.E.,
16th November, 1889.

I have had the pleasure of doing business with Mr. Accountant, of and I have always found him to be a gentleman of strict integrity, capability and honour, and have great satisfaction in recommending him to the confidence of any client.

(Signed) THOMAS SAUNDERS,
Metropolitan Police Magistrate
(Thames Court)."

One well-known usurer, who charges 4½d. for his prospectus, declares that "to tradesmen in difficulties I give immediate attention. I will use all the means in my power the law allows to protect them and their home and goods from unscrupulous creditors."

But for the present enough. These Money Lenders vie with one another in the production of such-like baits to trap the unsophisticated and the needy.

In succeeding chapters we shall place them under the scrutiny of microscopical examination, see how the snares succeed, and with what results.

Chapter II.

The Victim Nibbles.

AS the result of the baits so skilfully laid by the Money Lender, it can hardly be a matter of surprise that large numbers of needy and unsuspecting people snatch at them with avidity. Has not the offer of GOLD been made specially to meet their *individual* cases? Has not the Money Lender expressed his earnest desire to benefit *them*, and, in the travail of his soul, lamented the fact "That he has frequently had occasion to observe the great difficulty experienced by ladies, gentlemen, farmers, clerks, householders, lodgers, tradesmen, and others, in obtaining cash advances upon any emergency, either in anticipation of collecting their accounts, or to assist them in carrying on their business, or to avail themselves of any advantage in the markets, or to pay any pressing accounts, except by being subjected to vexatious or unnecessary investigation of their private circumstances, or else at a most extravagant rate of interest?" Unless the man who wrote *that* really meant and felt it, he must be a veritable monster, capable of deceiving the very elect! Yes, they will trust him; and accept the much needed loan upon the generous terms offered in his advertisement.

Without further hesitation, pen, ink, and paper are brought into requisition, and the professed benefactor made aware of the applicant's circumstances and needs.

The nibbling process has begun.

As certain as eggs are eggs the Money Lender keeps his promise. By return of post comes a letter couched in the kindliest of terms, accompanied by a form which the applicant is requested to fill in and send back to him, together with a preliminary fee varying from 10s. to £10, to cover out-of-pocket expenses. To this letter is usually affixed a postscript to the effect that immediately his (the Money Lender's) requirements have been complied with, the transaction will, it is hoped, be completed to his and his client's entire satisfaction.

The demand at so early a stage of the proceedings for a fee comes as a rude awakening to the would-be borrower, but after a few moments' quiet consideration the excitement wears off, and the "fee-man," although shorn of his philanthropy, is regarded in the light of a reasonable being. For after all, the proposal is only fair. "Man cannot live by bread alone," and to those who reside in the country, and have time for reflection, the irresistible fact dawns upon them that even third-class railway fare will hardly be covered by the sum asked for.

This impression is also clearly confirmed by the statements in the form sent to him that if the loan is ever to be had, or indeed before any step whatever can be taken, the fee—the out-of-pocket expenses—must be despatched. If, by any chance, he postpones his decision, he receives the following, or similar, prompter;—

LONDON,
October 6th, 1894.

DEAR SIR,

Referring to the application you made to me for an advance, I much regret not having heard from you again, more particularly as I have a large amount of "*Spare Cash*" lying idle which I am anxious to lend out upon easy terms of repayment to suit the convenience of Borrowers, whilst, as you will see by my "Prospectus," the interest charged is very moderate.

I might also mention that persons applying to me can rely upon the Strictest Privacy, as no Enquiries whatever are made in the Borrower's neighbourhood, *thus preventing all risk of Local Exposure.*

If you still require the money, please fill up the form of application and return it to me, together with the sum therein mentioned to defray the out-of-pocket expenses, when I shall have much pleasure in at once proceeding to complete the matter.

I am,
Dear Sir,
Yours faithfully,

P.S.—Being the *Actual Lender*, I attend to every proposal personally, and having a large surplus Capital I am frequently able to do business when Professional Lenders or Loan Offices would decline.

P.P.S.—If you have lost or mislaid the prospectus, I will send you another upon hearing from you.

So, sick at heart, with much trust in Providence, and little in himself, off goes the fee. The victim has now really and truly nibbled.

There are two classes of preliminary fee tricksters who flourish within the confines of the British Isles, viz., those who merely profess to lend money, and those who actually lend it. The former class derive their sole livelihood from this system; while the latter, or legitimate Money Lenders, retain, without justifiable reason, the fees sent to them; being aware from the very nature of the application that the borrower cannot possibly comply with their stringent, and often unreasonable conditions.

Both classes rest absolutely secure in the present imperfect state of the law. If an applicant has been unjustly deprived of a fee and masters the natural feeling of reluctance to publicity, or dares to risk throwing away good money after bad, it is practically certain that a Magistrate would not even grant a summons.

Upon this point the writer has had the opinion of eminent Counsel, who has advised that a complete *system* of fraud must be shewn before even the initial steps for redress in this manner can be taken.

The Prospectus, setting out the terms upon which loans may be granted, is so very carefully drawn that it would be most difficult to *prove* any fraudulent intent, and, as a striking instance of this, the writer would refer to the case recently decided at the North London Police Court * (about which the Press has, save "Truth," made but little comment), when it was, in effect, laid down that if the intending borrower were a poor man, the Money Lender would be justified in putting the fee into his pocket without any enquiry or expenditure whatsoever.

As the preponderance of applicants is naturally of the needy class, it will be seen that the Money Lender is absolute master of the situation, and can (until the law is strengthened) retain with perfect safety the shoals of fees daily sent to him.

In the case referred to, the additional fact was stated that the Money Lender had carried on a very extensive system of fee grabbing.

Many preliminary fee thieves temporarily hire a small office in the back part of a huge building in some populous

* Appendix II.

neighbourhood, and use a set of forms (of which the writer has samples) without any printed heading.

By this means they are enabled to dodge about from one place to another, and by the frequent change of name and address are successful in preventing identification or detection.

A prospectus is before the writer, issued by a Mr. Brown, formerly of Newington Causeway, got up in the usual attractive manner, in which a fee is asked of sixpence for each pound applied for up to £15, and for all loans above that amount ten shillings. This individual was at length arrested, and is now undergoing three years' imprisonment, but none can estimate how many thousands of poor people were robbed prior to his arrest. A search of his register shewed that he had not actually lent any money for a long period of time.

It is well for the borrower if the fee be all that is sacrificed, but it is a cruel thing to deliberately rob him of it after he has managed in all kinds of ways to raise it. In some instances small articles of jewellery and apparel have been placed in pawn in order to meet the demands of the preliminary fee trickster.

A case has come under the writer's notice where a Cornish gentleman applied to a Strand Money Lender for a loan of £800. Such a sum it would have been impossible for the Money Lender to scrape together. The Money Lender himself, it is believed, furnished his office by borrowing a small sum upon the security of his own household furniture.

From the applicant Ten pounds were demanded for

railway expenses, &c. The victim nibbled and sent it up. The valuer who went down knew full well that his employer had no money to lend, and was told to keep his mouth shut. It was even suggested to him that he should demand his railway fare in addition. He was met at the station in the usual way, treated handsomely by the would-be borrower, and shown over the estate, on which a yellow ochre mine had been recently discovered by a neighbour. This neighbour, on being falsely informed by the Money Lender's clerk that a survey was being made for the purpose of bringing out a company, handed him ten pounds as a present to the Manager of the mythical Company. This fact was, on the valuer's return to London, reported to the professed Money Lender, who immediately demanded it and thus secured twenty pounds at one fell swoop.

Letters of enquiry and protest followed from the victim, but received no attention.

In another case a builder, living at Norwood, wanted to borrow money on a second charge upon his property. He called upon a professed Money Lender, and applied for a loan of £100. Two guineas were promptly demanded as enquiry fees. The two guineas were paid and an appointment made for meeting at the Norwood Junction Station the next morning, but the appointment was never kept.

The would-be borrower called for an explanation, and was, to his surprise, informed that the property had been duly inspected and that all would be ready for settlement on the Saturday. On that day, however, he was told that a slight hitch had arisen in regard to the title, and that the settlement could not possibly take place till the following

Monday. The trickster, however, asked for £5 deposit, stating that if the instalments were repaid regularly the money would be returned to him. A further £5 was thereupon handed over.

At this interview the intending borrower happened to refer to some property at Thornton Heath, upon which he also desired to raise money, and this gave the robber another opportunity of fleecing his victim. On this occasion he did go to Thornton Heath, a journey which cost him a first-class return railway fare of 2s., looked at the property, and stated that he could arrange a loan, demanding at the same time another £5 deposit, but the bitten one wisely refused to part.

Nothing further has been done by the professed Money Lender, and although the writer has called upon him on three occasions for return of the amount, his explanation was that he had incurred a great deal of expense, and if he ever returned anything at all it would only represent the balance of the sum unspent!

In another case, a country grocer wanted to borrow £150 upon a Promissory Note, and applied to an advertising London Money Lender, the result being a loss of £4 17s. 6d.

The advertisement runs as follows:—

Money lent upon Note of Hand,

WITHOUT BILL OF SALE OR SURETIES, as follows:—

£25,	repayable by	24	Monthly	Instalments,	£1 2s. 5d.
£50	,,	,,	,,	,,	£2 4s. 10d.
£100	,,	,,	,,	,,	£4 9s. 7d.

Larger Sums in proportion. Strict Privacy guaranteed. No Commissions charged. Distance no object.—APPLY, &c.

The borrower wanted the money to secure the shop in which he carried on business, and the adjoining premises.

The following reproductions of the Money Lenders' letters will show how the Preliminary Fee trick can be safely and profitably worked :—

JUNE 8TH, 1894.

DEAR SIR,

Thanks for your favour, herewith I enclose my prospectus, giving full particulars as to cash advances upon Promissory Note—without sureties—strictly private and confidential, and upon receipt of same, duly filled up with your requirements, together with the sum stated therein, I will at once proceed to complete the required advance, £150. Awaiting your reply,

Yours truly,

The intending borrower immediately filled up the form and returned it, together with the £1 2s. 6d., preliminary fee. On June 14th, the following letter was received :—

DEAR SIR,

The enquiries I have made into your proposal being now complete, I now deem it advisable to make a personal visit in order to corroborate the statements you have made and to arrange the loan. If you will therefore remit me a P.O.O. for £3 15s. to defray the travelling and other expenses attending the journey I will at once wait upon you with a view to complete the matter.

Yours truly,

The victim questioned the right of demanding further fees, with this result :—

JUNE 18TH, 1894.

DEAR SIR,

In reply to your favour the amount sent by you, which is distinctly set out in the prospectus filled up and bearing your signature was for enquiry expenses into your application for an advance, and has been duly expended for that purpose ; the result of which leads me to believe that business can be done, therefore I write asking you to send in the travelling and other expenses attending the journey of my representative, in order that he may come down personally to corroborate the statements you have made, and if all is found correct the business will be duly carried through. No further *enquiry* expenses are asked from you. Awaiting your reply,

Yours truly,

The further sum of £3 15s. was sent.

DEAR SIR, JUNE 20TH, 1894.

Re PROPOSAL FOR ADVANCE.

Thanks for receipt of my representative's travelling and other expenses attending the journey to W———. I have placed your papers in his hands and he states he will be with you on Friday, when I trust it will be convenient to see him.

Yours truly,

A representative, possibly from the office of a neighbouring Money Lender, called, and, it may be assumed, submitted some sort of "Report" to head quarters. Then the struggle commences :—

JUNE 28TH, 1894.

DEAR SIR,

In reply to your favour my representative submitted, at your suggestion (?) the names of two persons to act as your sureties, and I have accordingly written them, and if, in reply, I find they are sufficiently responsible persons to act in that capacity, I will accept them and complete the matter.

Yours truly,

After twelve days' delay :—

JULY 10TH, 1894.

DEAR SIR,

From the enquiries I have made respecting your proposed Sureties, I must express my surprise at your submitting much less responsible persons than yourself to act for you, and regret I cannot accept them ; therefore, I must ask you to submit more responsible persons to enable me to go on with the matter.

Yours truly,

And subsequently :—

JULY 13TH, 1894.

DEAR SIR,

In reply to yours, the reason I declined to accept Messrs. W.—— and O—— as your Sureties, is on account of the very small income they are in receipt of, having, in my opinion, quite enough to do to meet their own liabilities without entering into outside engagements (an opinion I am sure you, as a man of business, will agree with), and if you will submit the names of two *good and substantial householders* who will guarantee the faithful repayment of the advance, the cash will be at your disposal. All I require is to be convinced of the safety of the money.

Awaiting the favour of your reply,

I am, dear Sir,

Yours truly,

The grocer was thereupon driven to offer a Bill of Sale, with this result :—

JULY 20TH, 1894.

DEAR SIR,

In reference to your proposal, I must insist on your giving substantial Sureties. It is contrary to my business principles to accept a Bill of Sale from a trader.

Yours truly,

After seven more days :—

JULY 27TH, 1894.

DEAR SIR,

In reply to yours, as before stated, I cannot make any advance unless you submit *two substantial Sureties*. If you feel dissatisfied at my treatment and will take out a plaint against me in your County Court and serve same upon my Solicitor, R. S——, Esq., of ——, London, W.C., he will accept service and defend the action on my behalf, when the whole of the enquiries I have made respecting you will be submitted to the Judge for his inspection, who, as a man of business, I am convinced, will consider I am justified in asking for more substantial security in your case than a simple Promissory Note.

Yours truly,

Then an insurance policy was offered :—

AUGUST 1st, 1894.

DEAR SIR,

In reply to your favor, as there would not be any surrender value attached to the proposed policy as security for at least 3 to 5 years, I regret to say it is not a suitable security that I could accept.

Yours truly,

As a finale :—

AUGUST 16th, 1894.

DEAR SIR,

In reply to your favor, unless you can comply with my requirements, I regret I cannot see my way clear to make you an advance.

Yours truly,

Let us take another illustration, this time from Brighton :—

A Farmer applied for a small loan, and paid the preliminary fee demanded. To his surprise, he got a letter in the following terms :—

BRIGHTON, JULY 10TH, 1894.

DEAR SIR,

I have carefully considered your application and find it necessary for my representative to wait upon you at your residence to make final arrangements concerning the advance.

His visit will be perfectly private, and upon receipt of his expenses, £3 3s. od., he shall attend without delay, when I trust matters will be concluded to our mutual satisfaction.

Yours truly,

The victim asked for an explanation, and received the following :—

BRIGHTON, JULY 22ND, 1894.

DEAR SIR,

In reply to yours. My letter means that it is necessary for me to send to see you at your residence, and that the amount named is for the purpose of defraying the expense of same, but my representative will not attend until his expenses are paid.

Yours truly,

By a struggle, he raised and sent the further £3 3s., and on Sept. 4th had this consolation :—

DEAR SIR,

Having carefully studied your application and reports, I consider the security offered to be insufficient, but shall be pleased to do business with you, providing you submit me one responsible guarantee, who must be a Householder.

Yours truly,

In the majority of cases of this character, as in that last-mentioned, the form declining the loan is either printed or lithographed, so as to save the fee-man unnecesssary trouble, the date, and "Sir" or "Madam" only requiring insertion.

Here is one of many cases from Scotland:—

PERTHSHIRE, N.B.

DEAR SIR,

I may state that I have fallen a victim to the Money Lenders, in so far as I saw an advertisement in the "Dundee Courier," and I foolishly sent for an order form to fill up.

When I received it I asked for £20 and offered to pay it back at the rate of £1 a month till it was all paid. But I had to pay £1 1s. *od.* on the return of the form. Then I was told that the Agent would call and state the terms to me.

He came, but did not know the terms, and, of course, could not state any, but told me he would send me a note, and let me know when to go to the office to settle matters. But another reply came to say that they could not give me the advance, and you will see I lost my £1 1s. od.

I enclose advertisement I saw in the "Courier." This happened on the 5th November. I may state the advance I wanted was not for any pressing matter, as I have no debts myself.

Yours truly,

_____

Mr. T. Farrow.

In Ireland, the same system is being carried on, as is evidenced by facts submitted to the writer from Belfast, Dublin, and Cork.

Take the following case:—

"A resident of County Kerry applied to the ——— Bank of Cork, for a loan of £80 upon the security of his land, cattle, crops, &c. The valuer (the worse for liquor at the time) called and expressed his entire satisfaction

with the security, and went so far as to say that the applicant had "offered better security than was necessary for the loan required, and that the money would be advanced to him at 5 per cent. interest."

The correspondence itself will give the result ;—

CORK, AUGUST 11th, 1894.

DEAR SIR,

In reply to yours of the 9th inst. we will be pleased to accommodate you with the required advance, provided everything is found satisfactory.

As stated in our prospectus, the interest charged is according to repayment.

Repayments per agreement are 5 per cent. On receipt of expenses I will let you know the day and time the gentleman will leave for your place.

Yours, &c.,

P.S.—Enclosed find form, please fill up and return same and oblige.

The form was filled up and returned, together with postal orders for £2 6s. 0d.

CORK, AUGUST 18th, 1894.

DEAR SIR,

Yours to hand, and in reply to same, our representative will call on you on Tuesday eve, or Wednesday morning.

Yours, &c.,

Result :—

DEAR SIR,

CORK, AUGUST 25th, 1894.

Your application having been carefully considered, I regret to inform you we cannot advance you the loan.

Yours &c.

Here is another Irish case, giving the victim's own story and the Fee Grabber's letters :—

COUNTY MAYO,
17th December, 1893.

DEAR SIR,

I enclose you the letters I received from the Dublin Bank. I asked for a loan of £20 to help me open business. I lost about £200 building my house in this town, and have a first-class house. I offered the Bank the house as security of the repayment, and my interest in a holding of land, which I hold from year to year as tenant. Now, Sir, I have been robbed out of £2 19s. 6d. by the loan Bank as fees, and at the end refused to grant the loan, although the security I was able to give was value for £300.

I trust you will do all in your power to get justice done in my case.

I shall be glad to let you have any further information you require.

Yours truly,

Mr. T. FARROW.

——— LOAN BANK, DUBLIN,
January 24th, 1893

DEAR SIR,

In reply to your letter of the 23rd instant, I herein enclose you a prospectus which contains full information; if you fill up and forward same to the above address, together with £1 1s. and second class return fare, a gentleman will be dispatched to inspect your place.

Awaiting the favour of your reply,

Yours faithfully,

Mr. P— ———

——— LOAN BANK, DUBLIN,
31st January, 1893

DEAR SIR.

In reply to yours of the 30th inst., the expenses stated in prospectus are £1 1s. and a second-class return fare. You have sent the £1 1s. only, so, on the receipt of the second-class return fare, I will give my immediate attention.

Awaiting your reply,

Yours faithfully,

——— Loan Bank, Dublin,

February 2nd, 1893.

Dear Sir,

In reply to yours of the 1st inst., the full expenses *must* be paid before the gentleman leaves Dublin, as it is the rule of the office; so on receipt of the second-class return fare I will give my attention.

Yours truly,

———

——— Loan Bank, Dublin,

February 9th, 1893.

Dear Sir,

I am in receipt of yours with further £1. P.O. There is a balance of 12s. 5d. due, the second-class return fare from Dublin to B ——— being £1 12s. 5d., so on receipt of balance I will give my immediate attention.

Yours truly,

———

——— Loan Bank, Dublin,

February 16th, 1893.

Dear Sir,

I am in receipt of yours. I will let you know in course of a few days the day and time the gentleman will leave for your place. Kindly excuse the delay, as it is owing to pressure of business.

Yours truly,

———

——— Loan Bank, Dublin,

March 6th, 1893.

Dear Sir,

The gentleman will arrive on Thursday next, the 9th inst., at 4.9 o'clock (p.m.). Kindly meet him with your car and oblige.

Yours truly,

———

——— Loan Bank, Dublin,

March 22nd, 1893.

Dear Sir,

Your proposal having been carefully considered, I regret to inform you the loan cannot be granted.

Yours truly,

———

The following letter from the north of England is reproduced as an illustration, in a clear and complete form of the whole procedure from start to finish :—

SIR,

In looking over the newspaper, judge of my surprise when I saw the name of the very Money Lender who swindled me.

The circumstances were that last summer my husband and I wrote to him about a loan. We received, in reply, a splendidly got-up form, or, rather, table of interest, which, indeed, appeared to be very moderate, with every possible encouragement to every one and any one. In fact, it went so far as to say that he had no use for his capital, which was lying idle, and that, being a private gentleman, he wanted every one and any one in need of funds to be accommodated, but we should be required to send 10s. to pay expenses, which meant sending a Trade Protection Society's Agent to enquire into our case.

However, we considered the matter over, that 10s. was just too much, and did not reply, when in about ten days afterwards we received a note from him regretting that he had not heard from us, as he was really waiting to send us the sum we required, and if we had lost the form he would willingly send us another.

We thought the matter over again, and very reluctantly sent the 10s., thinking that we were sure to get something in return. Imagine our surprise in getting a form to fill up with the most extraordinary and impertinent questions imaginable.

We filled it up and returned it, when, in about a week afterwards, we received a very short note, with simply these words, "I decline to entertain your request."

We asked the modest sum of £5, and he neither sent Trade Protection Society's Agent, or any one else, to look at our security.

The writer wishes it to be understood that in some of the last-mentioned cases he is unable to definitely assert that the Money Lenders have *never* made advances, but he has classified them in this portion of the chapter in the strong belief that, when such large sums can be so extracted, it is doubtful whether money is lent if it can possibly be avoided.

The writer will complete his references to this section of the fraternity by setting out in full the letter of a London "Fee Grabber," which fetched from a victim in the Sister

Isle the sum of £3 18s. 6d. (one pound having been previously sent as enquiry fee).

Not one penny was ever advanced, and it has been ascertained that the gentleman who penned the letter and the two individuals mentioned in it, are all one and the same person.

DEC. 15TH, 1893.

DEAR SIR,

Mr. S—— having returned to London,* and furnished me with a satisfactory report in your case, I have now the pleasure of informing you that I have decided on granting the £40 required by you, on your own note of hand alone, for 20 months, to be repaid at £2 per month, the first repayment to take place on the 21st Jan., 1894, at the rate of 6 per cent. per annum, interest payable in advance.

You will, therefore, please remit by return post P.O. Order for £2 8s. d. being £2 8s. od. for first year's interest, and 6d. stamp duty. Immediately on receipt of same I will forward you four £10 Bank of England Notes, unless you prefer Notes of other values, in which case please advise me, and they shall be sent as you desire. I will also enclose the Promissory Note, which I depend upon your at once signing and returning to me.

This is my established rule, for I pay over the Loan in full at the residence of the Borrower only. I make the yearly prepayments of interest an indispensable condition to every Advance of Cash, because the money arising from many such sums of prepaid interest serve in some measure to recoup me for losses from bad debts, from which I occasionally suffer.

Please draw P. O. Order, £2 8s. 6d., in favour of my Cashier, Mr.——— and make sums payable at the —— Post Office, London, and enclose it in the numbered envelope, sent herewith.

To any communication please sign your initials only—this course is recommended by the Post Master General, and will ensure safety in transmission *without the necessity of registering*.

You will please answer without delay as I have a large number of applications for money on hand, and I can employ the amount I have reserved for you in other quarters. Moreover, by replying at once you will ensure the receipt of £40 on Tuesday.

Awaiting your reply,

I am, dear Sir,

Yours truly,

---

* No journey was ever undertaken.—T. F.

From personal visits made to the dirty offices of some of these scoundrels, the writer is in a position to affirm that guilt is clearly stamped upon their faces; that no books whatever are kept; that the furniture would scarcely fetch an offer under the hammer; and other unpleasant features, including an apparent loss of memory, signs of inebriety, &c., have convinced him that a system of deception and fraud is being carried on with the most glaring and audacious effrontery.

The writer has personally told the 'fee snatchers' all this in plain English, but a self-satisfied smile or a mild retort, is the only response; the law has no terrors for those who *live on fees.*

We will now turn to the class of persons previously referred to, who undoubtedly lend money but yet drive a roaring Fee trade.

It is not too much to say, that a large proportion of the sums advanced by them is derived from the fees which have been taken from unsuccessful applicants; in other words, 49 people are robbed of fees in order that they may be lent to the 50th at 60 per cent. per annum. For instance, in 1894, a Money Lender who advertises in nearly every newspaper in the three kingdoms, confined the whole of his loans upon Bills of Sale amounting to £6,900, to London and within twelve miles of it. The question obviously arises, what became of the Fees sent up from all the other parts of the United Kingdom?

The earlier stages of the trick are worked on precisely the same lines as those which have been already described. The victim "nibbles," and the usurer is encouraged in

consequence. He knows intuitively that when a man has once nibbled, he is not likely to prove impervious to a heavier bait. So, both to good and bad applicants alike, he sends a further list of questions, which are generally framed upon the following lines :

Questions sent to would be Borrowers from Loan Offices, after payment of Enquiry Fee.

1. How long have you been in your present residence?
2. Also state your previous address.
3. Are you a Householder, or do you reside in apartments?
4. What rent do you pay?
5. Up to what date is the Rent paid?
6. What is the name and address of your Landlord (no enquiries are made of him)?
7. Is your life insured? If so, in what Office, and for how much?
8. How old is the policy, and is it in your possession?
9. Are you in business for yourself?
10. If so, how long have you been established?
11. Are you in anyone's employ? If so, insert the name and address of your employer and the length of time you have been in his service (no enquiries are made of him).
12. Are you married or single? If married, please state in what year.
13. What is your average income per annum?
14. What do you estimate the value of your furniture and effects?
15. Is the furniture absolutely your own property, or is it settled upon your wife or any other person?
16. If you are in business for yourself, state the present value of your stock in trade.

    If there is any further information you can give to assist in granting the advance required, please write it at the foot of this form.

17. Have you any Bill of Sale upon your furniture and effects? If so, state to whom it was given, and when it was paid off, also how much money did you borrow?

18. Is any of the furniture or musical instruments in your house upon hire? If so, give name and address of person you hired same from.

19. Are your furniture and effects insured? If so, for how much?

20. What is the utmost amount of your debts and liabilities?

21. How much money do you owe?

22. Have you a loan at any other office? If so, where, and how much?

23. Have you ever had a loan, or applied for one, at any office? If so, where?

24. Have you ever been surety for a loan, or been proposed as such?

25. Have you ever filed your petition for liquidation, or been bankrupt, or compounded with your creditors?

26. Please state if you offer your furniture as security.

I declare the above answers to be true and correct, and agree that the same shall form the basis of my application for any advance *you may feel disposed to grant to me.*

Signed, &c.,

SPECIAL NOTICE.

"It is absolutely necessary that all the above questions are answered correctly, for every proposal is sent to two trade protection societies to have enquiries made into the responsibility of the applicant or surety before any loan is granted, and should their report be unsatisfactory, or any answer given by the borrower be found to be incorrect, the loan applied for will not be granted, and the expenses paid, if any, be absolutely forfeited."

This form can only, in all charity, be described as a piece of inquisitorial insolence. and one which it is scarcely possible for any person in real need of money to be able to satisfactorily fill up. The usurer knows this, and regards it as a dead certainty that, in nine cases out of ten, some slip or unfortunate answer will give him sufficient justification to refuse the loan.

For the usurer's purpose it is right to assume that every intending borrower should have never borrowed before; should have never been surety; should be able to deposit a £50 note for a loan of £5; and, indeed, be so financially sound as to have a large balance at his banker's!

We will, however, assume that the recipient of this list of interrogatories has sufficient courage and determination, and is in a position to answer, in all truth and honesty of purpose, the queries put to him.

He goes through the humiliating process and returns the document in the belief that the last barrier between himself and the loan has been removed; but not so. There is another (3d.) web which the spider commences to spin, namely:—Enquiry through "Perry's Loan Agency."* Now in all the advertisements which he has seen, and upon the very prospectus of the office with which he is in communication, the words appear bold and and large, "All communications are regarded as strictly private and confidential."

Perry's Circle, however, is the *vade mecum* of Money Lenders, and its questionable advantages are practically, if not solely, applicable to them. To "run them through Perry's" is a pastime as familiar to usurers as is football to a schoolboy. The charge for this privilege is £6 6s. for every 500 enquiries, and so great is the demand for information in this direction that a special staff of clerks is engaged to cope with it. Facts, therefore, in regard to every application for a loan, or every suretyship for a loan, are duly recorded in Perry's Loan Register. In the case, therefore, of a man who had applied to a bona fide Money Lender, or, even to a Preliminary Fee Grabber, his name would be recorded for ever, and this fact would probably

* I much question whether the bulk of these enquiries, used as they are, and often to the disadvantage of the person concerned, do not give grounds for claiming damages.—T.F.

be held to justify any other Money Lender in declining a loan.

The unfortunate applicant, trusting to the much advertised promise of "private and confidential," and anxious to get his loan through, frequently risks "*No*," to the question, "Have you applied elsewhere, or been surety for a loan?" This specially happens when he has been unsuccessful in previous applications, and it is evident that the answer "Yes," would give the Money Lender a power which he ought not to possess; hence the loss of fees. Thus one usurer writes to an intending borrower:—

"I have further considered over your application, and as your statements as to your ever having had a loan, or applied for one, or being a proposed surety, do not satisfy me, they being in direct opposition to the information given by my Trade Protection Societies, I must decline doing business with you."

What made matters worse in this case, was the fact that the information placed against his name at Perry's was apparently incorrect, and possibly intended for some other borrower bearing the same name.

Still, it is just possible that an applicant may fill up his form satisfactorily and come out scathless from Perry's. The usurer is then in a position to make certain vague promises to entice the victim who has nibbled, to part with more fees. So, after a time, he receives a further letter to the effect that his application has been duly considered, and that everything is highly satisfactory, but that the security must itself be seen.

For this purpose, the Money Lender asks at least two or three guineas for "travelling and other expenses."

The borrower, who remembers only too well that, by the inquisitorial form previously filled up, he has given himself away to the Money Lender in narrating the whole of his history and circumstances, thus soliloquises :— "Well, I have already parted with some money—I *must* get the advance. I do not want to give any other Money Lender all those minute details of my financial career and position, and I suppose I may as well send up the other fee." He yields to the force of his reasoning and forwards the money. But now a fresh obstacle arises, in the shape of *delay*.

To Money Lenders who advertise largely, applications frequently come in from the same district, and, therefore, when a sufficient number has arrived, the valuer is sent down and does the whole of the business upon one journey.

He also takes with him the address of any wily individual who has not parted with the second fee. He calls upon him "as he happened to be in the neighbourhood," assures him that business can be done, and gets from him all he can.

From persons who apply to Money Lenders for loans in the belief that the terms mentioned in their advertisements mean 5 per cent. per annum, and who state in their application that they do not mind going so far as 10 per cent. per annum, but will go no farther, the preliminary fee is, of course, sought for. When the valuer is working the district he is told to collect the fee, and, if he gets it,

the firm subsequently write "with deep regret" to express dissatisfaction with the security offered.

It may be taken for granted that almost every man who has ever had a loan from a loan office has had to part with Preliminary Fees or initial expenses. In the majority of cases they have been paid beforehand; in others they have been deducted upon the completion of the loan.

In concluding this chapter, the writer would call attention to an iniquitous plan which has been adopted of effectually stopping a man from worrying for the return of Preliminary Fees. He has asked for a loan, parted with fees, and nothing has resulted. He usually makes repeated demands for the return of his money, but, as a rebuff, gets a form of Declaration, which has to be made before a Commissioner of Oaths, stating that all his stock is his own, that he is not being sued; and, in short, that he is in a gloriously solvent position.

Attached to this, on the second page, is a statement of his debts and liabilities; on the third, an inventory of his goods, chattels, and effects; and on the fourth, a form which absolutely frightens him! He is reminded (by way of head note) that he is about to fill up a most solemn document, and is asked to carefully peruse a clause he is required to sign, which runs thus:—

"I do hereby acknowledge that I received this document —— clear days before the day appointed for the advance of the money herein mentioned. That I have carefully read it, have fully considered it, and thoroughly understand its purport and meaning. That I have

requested the said —— to advance me the sum of —— on the faith of the truth of each and all of the allegations and statements contained in this document, and that I have signed my name hereto with the faith and clear knowledge that *if they should be proved to be false I am wilfully guilty of the most serious criminal offence of obtaining money by false pretences with intention to defraud.*"

In sending this form to the man who has worried him, the Money Lender says: "I cannot understand your letters. I have been going on with the matter and incurred two or three pounds law costs in the preparation of documents, &c., and upon a certain date we shall complete the transaction. In the meantime fill up the form and let us have the further costs we have incurred."

As a borrower is not usually inclined to sign his own death warrant, he leaves the matter in disgust. Should he sign, he has to part with other costs, and the loan is carried out. Signing such a form is absolutely contrary to the spirit of the laws of this country. If fraud has been committed it is surely the prosecutor's duty to *prove* it, and not invite a man to make a written confession as a peg on which to hang a criminal charge.

The writer does not wish to press the charge as to Preliminary Fees unduly against the *bonâ fide* Money Lender, but the facts above stated are considered of sufficiently grave import to find a place in this volume. That the system described is conducted upon a most extensive scale is conclusively proved by the mass of

evidence and correspondence in the writer's possession, while it must be specially borne in mind that the preliminary fee system mainly affects and most cruelly oppresses the poorer classes of the community.

Chapter III.

Other Traps and Tricks.

THE devices already referred to have resulted either in the extraction of fees or in getting the victim safely inside the trap.

One would have thought that these two objects accomplished, the Money Lender would rest satisfied and be content to live on the proceeds of his capture, but such is not the case—his appetite is abnormal, and the food supply must therefore be in due proportion.

The borrower has noticed that the great courtesy and geniality which characterised the trapper up to the moment of his signature to the Promissory Note or Bill of Sale has ceased, while peremptory demands for repayment of instalments—only one hour overdue—and notices compelling production of rent receipts, &c., under pain of legal process, have resulted in driving him to the conclusion that he is not in the hands of very kind or considerate people after all, but of "social sharks," utterly devoid of thought or care for their client's circumstances, and ready to resort to any expedient, however harsh, severe, or costly to the borrower, in order to get their money back with interest, bonuses, and default penalties. The man is right. He is

not only at the mercy of extortioners, but has to submit to other tricks of an ingenious and heartless nature, the aim being to tap his financial resources in whichever way he may move, while some of the plans resorted to are relied upon to crush him immediately he "gets his head."

The more important of these vile and unscrupulous dodges have now been classified, and it is believed that careful consideration of them will convince the reader that, for subtlety of purpose and defiance of law, the Money Lender is easily in front of all comers.

SNAPPING A JUDGMENT.

The first may be described as the snapping of a Judgment, the *modus operandi* being as follows:—The Promissory Note borrower happens to be in arrear with his instalment, and, as in most cases the High Court is utilised for the purposes of recovery instead of the County Court, a writ is issued from that Court. The Usurer saves law costs by entrusting the personal service of the writ to his clerk, who is also given distinct instructions to inform the debtor that he need not enter an appearance to the writ, and that, so long as the over-due instalment is paid prior to the date fixed for the hearing, all will be well, and nothing more will be heard of the matter. Under no circumstances must the debtor appear to the writ! "Like master, like man." The clerk implicitly obeys the instructions given him, and carries the trick so far as to tell the debtor that he can destroy the writ, and often does so himself, either tearing it up before his eyes or placing it on the fire.

The borrower, of course, makes a great effort to find the money required, and goes with joy to the Money Lender's office with his instalment, but, naturally, in view of the arrangement made with him, he does not consider it necessary to enter an appearance to the writ. Thereupon, the wily trickster plays his game, by illegally signing judgment against his ignorant client. Now, it is not the practice of the High Court to inform a debtor that judgment has been entered against him. In the County Court it is otherwise, and it may be suggested that the practice of the High Court in this respect might with advantage be made similar to that of the County Court. The debtor therefore knows nothing of what has happened, and the Money Lender, having obtained Judgment, is immediately empowered to issue execution. He is thus enabled at once, or, in the event of one moment's delay in payment of any future instalment, to put the Sheriff in possession (which, of course, means further costs) and dispose of the goods unless the money be found within the statutory days. To the writer's knowledge, this iniquitous plan of getting Judgment in default of an appearance to the writ, has been adopted on many occasions.

"GRACE."

Sometimes, the Money Lender, in a fit of apparent generosity, ventures to give the borrower a few days' grace, and has often made use of this as an argument in proof of his good nature. But the motive behind this seeming act of philanthropy is one of selfish interest. He is well aware that the landlord has the

first claim for rent, and if this should be unpaid at the time when execution was to have been levied, the Money Lender gives the "grace" referred to, and awaits payment of the rent, in order that he may be in a position to swoop down and seize the goods without bothering himself about the claims of other creditors.

ABSOLUTE BILLS OF SALE.

Another trick is to take an absolute Bill of Sale, instead of a conditional one.* The Money Lender in this case becomes absolute proprietor of the borrower's furniture and effects. A loan, say of £40, is needed upon furniture worth £100. The usurer, as is his wont, depreciates the value of the furniture and states that he can only lend the money on an absolute Bill of Sale, but that the furniture will be perfectly safe so long as the borrower buys it back on the instalment system.

But woe betide the debtor, if, by any chance, delay occurs. The Money Lender immediately takes possession of what he "by law" is enabled to describe as *his own furniture*, and this has often caused the summary breaking up of a man's home. Thus one borrower, who had agreed to repay a loan of £70 by monthly instalments of £6, and who had repaid £33 of the debt and still owed £98, writes:—

"Messrs. ———— hold my house in their hands. I shall lose it if I cannot escape from their clutches. I am a little in arrear with my instalments, and at this moment the Money Lenders' men are packing up my goods."

FINAL JUDGMENT.

The borrower is at times compelled to sign a

* Appendix I (A) (B).

document by which he promises to pay *on demand* the sum borrowed and to permit the Money Lender to sign final judgment against him for that amount, and not to defend any action commenced for that purpose, a proviso being inserted (for what it is worth), that, so long as the monthly instalments are kept up, execution should not be issued on the judgment.

A gentleman was attracted by the advertisement of a well-known Money Lender, and applied for a loan of £100, which was granted to him. He unfortunately signed such a document as has been described, and, will it be believed, the *very day after he signed it* a summons was issued in the High Court for the recovery of the full amount of the loan, together with £30 interest! The borrower at once perceived his peril and wrote to the Money Lender to try and persuade him to settle the matter. The latter (after delay) offered to accept £120 if paid within a week. This was only three weeks after the completion of the loan and before the first instalment had become due. Whilst the correspondence was proceeding, however, execution was issued for the full amount and the bailiffs put in possession. There can be no doubt that this plan is often adopted, for in this case the document filled up by the borrower was lithographed.

THREE MONTHS' BILLS.

Another plan is resorted to with painful results to Clergymen and Medical Practitioners. One touting usurer, who ceaselessly worries professional men with circulars, seems to make it an habitual practice. He is no doubt encouraged and assisted by the fact that this particular

class of victim may with greater impunity than all others be terrified and blackmailed, and no one the wiser for it. Alas! how many men are in his destroying hands.

The plan may be thus described: The Money Lender has succeeded in catching a needy professional man, and offers to lend him £100 at the rate of 15 per cent. per annum. A day is fixed for settlement and a promissory note offered for the borrower's signature. To the latter's surprise, however, he finds that it is made out for three months only, with the full £15 added for interest. He protests and says that he understood the £15 was to be the interest for *a year*. The Money Lender—wily man—assures him that his understanding is perfectly correct, but that he is unable to make out bills for a longer period than three months and that it will be a mere question of renewal at the end of that time—upon that point he pledges his honour! Such an arrangement has often had to satisfy confiding men in urgent need of money, but to their mortification, at the end of three months the bill is presented to them for payment. They know that in a Court of Law it would be impossible to get away from their signature. They dread local exposure and publicity, and in nearly every case are compelled to accept a renewal of the bill upon the most ruinous terms.

"BANKS."

Scores of Money Lenders describe their businesses as "banks," and in their advertisements the offers of money are made both in the name of the bank and in the name of some private gentleman. This private gentleman usually asks in his advertisement "whether any lady or gentleman is

prepared to pay to a private capitalist a reasonable rate of interest for a loan?" If the answer be to the "bank," the bank's business note-paper is used for the correspondence. If the answer be to the private capitalist, another style of note-paper is used, which would lead the recipient of the letter to believe that it had emanated from a genuinely private source. Many of these so-called "bankers" give each of their banks a distinct name, and a great deal of trickery and fraud is by that means perpetrated. One office simply plays into the hands of the other. Preliminary fees are taken by all of them, if possible, from the same man, and he is also duped by all in succession. A borrower, for instance, goes to one "bank," which, in its advertisement, describes itself as not connected with any other advance company, and takes up a loan. Perhaps he is badly treated and seeks for relief in another quarter. In ignorance he goes to another "bank" connected with the same institution, and tells them of the bad treatment to which he has been subjected. Sympathy is expressed with him, preliminary fees demanded, and the unfortunate borrower bled again in turn. Under the system alluded to, it is possible for the borrower to be referred from bank to bank, until the last of the series has been reached, when, it being known that there is nothing more to be "made" out of him, the victim is finally drained of his last drop of financial blood.

SHORT CHANGE.

Another trick, of which the writer has had evidence on two or three occasions, is the giving of "short change" in making a loan. A son of the soil has been fortunate enough

to secure the promise of an advance of £100 from a London "Bank." He journeys to town and enters the building wherein dwell his professed benefactors, overawed with gratitude at the prospect of receiving so large a sum *in gold*. Upon the signature of the necessary documents the bank's representative resorts to the confidence trick. He does not hand the £100 all at once to the borrower. He passes, in the first instance, ten sovereigns. The effect of the golden "sheen" is not expected to immediately bewilder or stupefy the recipient, but the trick may be expected to work upon the sixth or seventh turn. He is asked, therefore, to count the £10 carefully on six separate occasions. When the seventh arrives the borrower is perfectly satisfied that he is getting the amount mentioned, and being anxious to exhibit his spirit of utter confidence, and to show how trustworthy is his nature, remarks that there is no necessity to count every paltry sovereign, so quietly takes the pile and puts it in his pocket. On getting home, however, he finds that he is some few pounds short, and is driven to the unsatisfactory conclusion that he must have lost it in town or in the train. The doubling of the corners of bank notes has also lent itself to this form of swindle.

PERSONATION.

A further trick is for the Money Lender to visit applicants personally, but in the name of a supposed valuer from his office. The writer knows a Money Lender who has been in the habit of carrying with him six or seven private cards bearing different names. In one instance he made a valuation of the borrower's goods and ascertained that the money was wanted urgently. He

thereupon reported that he had great influence with his employers, and would, if satisfactory recompense were made to him, take the trouble to wire to the office and urge that the loan should be granted without delay. He promised to call back in an hour's time to inform the borrower of the reply he had received to his telegram. Of course, no telegram was sent, but the Money Lender, who for the nonce acted as his own valuer, secured two guineas' compensation from his victim. Another Money Lender has put his clerks and unlicensed men in possession of the effects of debtors, and has both described himself and acted as an auctioneer in respect of the goods destrained upon—all, of course, to secure the *uttermost farthing*.

ETERNAL INTEREST.

Yet another plan is to advance a sum of money at 5 per cent. per month interest, and fix the repayments at such a rate as could not even meet the interest due monthly upon the loan, the result being that the borrower can never get free from the clutches of the usurer. Let us take a concrete instance :—

A man borrowed £63 at 5 per cent. per month from a firm of Money Lenders, and had, under the terms of his bill of sale, agreed to repay the loan by monthly instalments of £2. The monthly interest upon £63 at 5 per cent. is, of course, £3 3s.—but here is the victim's own story :—

"On August 22nd the Money Lender offered me £63 on a Bill of Sale upon my outdoor effects and furniture, at the same time telling me if I paid an instalment of £2

per month I should pay the whole amount off in just over three years, which I agreed to do. I have paid three months' instalments, and have enclosed receipts for you to see. But the week before last I read the report of your speech at C———, and it made me view the matter more clearly. When my wife took the last £2 she made enquiries, and they said the rate of interest was at 5 per cent. per month, and that I should owe just as much in a twelve month as now."

The usurer might have said at the end of twelve *years*, for he would have been equally correct. The dodge, indeed, offers a more profitable form of investment than certain advertised "Ten per cent. terminable Annuity Deposit Bonds."

"SIXTH" PER CENT.

The legal reader, of course, knows that such a Bill of Sale as has just been described is bad on the face of it—the writer is at the moment taking steps to get it quashed—but many money lenders take the risk where ignoramuses are concerned. "Five per cent. per month" is a clever but indefensible way of putting the rate of interest, and was certainly not the intention of the framers of the Bills of Sale (Amendment) Act. It was at one time thought that the Legislature would insist upon the words *Sixty* per cent. per annum being always clearly inserted, and this idea soon induced one prominent Money Lender to exercise his ingenuity, for he discussed seriously with his clerks the idea of pronouncing the rate of interest as Sixt*h* per cent., thus getting rid of the awkward letter Y. In other cases the

letters "TY" have been added after the Borrower had signed the Bill of Sale and gone away assured that the interest would be at the rate of six per cent.

BAD BILLS OF SALE.

Three-fourths of the Bills of Sale now lying at the English and Irish Law Courts could, without doubt, be upset as easily as a wine glass.

Here is an opportunity for a speculative lawyer, or for a borrower who may be anxious to rid himself of a frightful burden! To either, the author could show the following types of securities, which are bad — irretrievably and absolutely bad, viz. :—

Bills of Sale with the interest clause deliberately struck out by the Money Lender's pen, the interest having been deducted from the amount stated to have been advanced.

Bills of Sale with the interest inserted at the rate of "5 per cent. per *annum*," the interest having first been retained from the sum supposed to have been lent.

Bills of Sale with grantors and grantees names and descriptions wrongly given.

Bills of Sale where from £5 to £10 only have been handed over, instead of £30.

Bills of Sale wherein it is stated that £10 or £20 has to be paid back to the Money Lender within three or seven days—whereas it was repaid at the moment of the advance, and the Money Lender has given a post-dated receipt for it.

Bills of Sale where interest upon interest has been

charged, and where deductions for law costs, commissions, &c., have taken place from the lump sums mentioned in them.

Of course the poor Registrar has no option but to file these illegal documents, although he knows that they are all in direct violation of the Act, and that they could at any time be set aside.

Where, oh where, is the Speculative Attorney?

INTEREST TRICKS.

Some London Offices, bearing, in other respects, a good reputation, play tricks in regard to interest, amongst them being the following:—The interest is described as 10 per cent., and the borrower is assured by the Money Lender that he will have to pay that rate and no more, but in cases where weekly repayments are demanded this supposed 10 per cent. is in reality 30 per cent. per annum. In other cases, the borrower when in arrear is invited to take a fresh Bill of Sale on easier terms, this dodge giving the Money Lender prospective interest. Another office offers him money upon comparatively low terms, but immediately the custom of the borrower has been secured and a renewal or fresh loan needed, the rate of interest is at once increased.

A typical interest trick is to inform intending borrowers that money can be lent to them on note of hand at 5 per cent. per annum, the note of hand to stand over as long as the interest is regularly paid. Nothing would seem to be fairer than such an arrangement, but a case in point worked out thus:—

A gentleman borrowed £20 at 5 per cent. per annum. He was not asked to renew his acceptance every three months, but he had to pay £2 for the accommodation; so that on a loan of £20 the bank made 5 per cent. per annum interest—£1—plus £2 for every three months' accommodation — £8 — making a total of £9, which sent up the interest to 45 per cent.

INVENTORIES.

In cases where it is intended to trick a person into signing a Bill of Sale, it is of course necessary for the valuer to take an inventory of the goods, who states, in reply to the borrower's question as to his object in doing so, that he is merely taking a list of the articles in the house to satisfy his employer as to what kind of security is at the back of the Promissory note, knowing full well at the time that he is taking it for the purposes of a Bill of Sale. At other times the Valuer remarks that his employer will insist upon the insurance of the articles, and it will therefore be necessary for him to take an inventory of the goods, in order to keep it in his office for reference.

BOGUS SECURITIES.

In the event of bankruptcy proceedings, the Money Lender has, of course, to produce his security to the Official Receiver. As it frequently happens that Bills of Sale when contested are proved to be legally bad, the Money Lender, to obviate any difficulty on this point, manufactures a security by sending to the Receiver a copy

of a Bill of Sale made out in accordance with the form prescribed by the Act, but which, if a comparison took place, would be found to be at variance with the one filed at the Law Courts.

Cases have come to the writer's notice in which this trick has proved successful, and where, if it had been otherwise, the money lender's security over the debtor's estate would have been so much waste paper.

BANKRUPTCY.

The wily usurer's astuteness also enables him to circumvent the clause of an Act, which was evidently framed to hit him, viz., the 23rd Section of the Bankruptcy Act of 1890, which runs as follows :—

"When a debt has been proved upon a debtor's "estate under the principal Act, and such debt includes "interest, or any pecuniary consideration in lieu of "interest, such interest or consideration shall, for the "purpose of dividend, be calculated at a rate not ex- "ceeding five per cent. per annum, without prejudice to "the right of a creditor, to receive out of the estate "any higher rate of interest to which he may be entitled "after all the debts proved in the estate have been paid "in full."

The Money Lender's prescience enables him to anticipate the bankruptcy of particular borrowers, or he may himself force them into the Bankruptcy Court. He therefore stipulates that all repayments shall be regarded as *interest*, so that when the bankruptcy takes place he may quietly come in with the other creditors for the full

amount of the principal originally advanced, plus the additional interest of five per cent. per annum, to which creditors are entitled.

The clause in the act referred to urgently needs amendment. It should be made compulsory on money lenders to supply the Official Receiver with the whole history of the loan from start to finish—and it is also a question, whether, in all bankruptcy cases, the amount recoverable by usurers should be more than represents the actual sum lent, together with five per cent. interest from the date of the loan.

WARRANTS OF ATTORNEY.

A most iniquitious trap is used in order to defeat the object of the Bills of Sale (Amendment) Act, viz., taking a security known as a "Warrant of Attorney."* It is forced upon a man from whom it is not desirable to accept a Bill of Sale, and it may be safely stated that it is used by Money Lenders mainly for purposes of oppression.

A Warrant of Attorney may be given without an action being commenced and is stamped *ad valorem* like a bond. The terms agreed upon as to repayment of the loan, &c., are set out in the part called a condition or defeasance. The party to whom the security is given can sign judgment and issue execution upon default, according to the defeasance or condition.

It will be seen, on reference to the appendix, that the borrower by this scheme signs his own judgment and gives the Money Lender the right to pounce upon him immediately, and without having to bring the case before the

* Appendix I (c).

Courts. In the event of default, it is not likely that the man who holds the whip hand would fail to take advantage of the power thus conferred upon him.

FRATERNALS.

Another trap, designed to catch clergymen, is an annual lithographed "fraternal" in which the Money Lender gloats over the extent of his business, inserts a few blank testimonials from supposed dignitaries of the Church, or from others in his power, and generally makes statements calculated to inspire confidence in the minds of his intended readers. At the foot of one of these circulars is to be seen the following note :—

"During the winter months it is my custom to give small sums to any deserving charity throughout England, the same being guaranteed on the word of any clergyman. Clergymen having any deserving case and on giving me particulars I shall be pleased to help."

SWORN DECLARATIONS.

Another trick is to advance money on the strength of a promissory note and sworn declaration as to the income and precise liabilities of the borrower.* If by any chance the Money Lender's client fail to keep his repayments and from enquiries made any of the details contained in the declaration be found to be incorrect, the criminal law is at once brought into force by the Money Lender, charges of fraud, perjury, &c., being levelled against the borrower ; and the mere threat of such proceedings would, in the case

* Appendix I (D).

of professional men, produce untold gold, as the grasping usurer well knows.

BLACK-MAIL.

Black-mail is largely resorted to by London Money Lenders, who, by means of advertisements, prospectuses, and touts, endeavour to secure the custom of "Clerks in responsible positions." They know full well that, although the clerk receives but a small salary, yet that his position and prospects, especially in the case of a Government employé, will prevent him from doing anything which would be likely to bring about humiliation or disgrace. If, however, by any chance such a borrower gets into arrear with his instalments—and the interest on all these transactions is practically cent per cent—woe be to him! The Money Lender sends up his representative, day by day, to dun the unfortunate clerk in the presence of his fellow employés, and on every "pay-day" waits for him outside his office to receive the instalment. One man, to the writer's knowledge, has been mainly employed by a usurer for the purposes of levying blackmail. The iniquity, however, goes further—the borrower is often compelled to sign a letter authorising the Money Lender to apply to his employer in case of any default in repayment; failing this, a garnishee order is issued, which has to be served personally upon the clerk's employer, and directs him either to pay the whole of the salary, or a portion of it, over to the Money Lender direct. This, as a rule, means disfavour where dismissal is impossible, but in the majority of cases it means instant removal from the position held by the borrower.

Instances have come to the writer's knowledge where such unfortunate results have occurred. This surely goes to show that the Money Lender should be absolutely prevented from attaching the salaries of men either in responsible or subordinate positions.

RENEWALS.

Possibly the most remunerative trick is in regard to the renewal of Promissory Notes of men who are known to be of good position, and who have hitherto repaid the Money Lender with punctuality the amount of his claim and interest.

To describe generally the cases which have come to hand, the matter may be stated thus:—A man owes the Money Lender, say, £100 upon a promissory note for three months, and the interest added is £20. Prior to the date for payment of the note the Money Lender writes and asks whether the borrower "can do with a few more pounds or bank notes." If no reply be received, he sends to him, without request, a fresh promissory note for three months. This bait the borrower often takes, and naturally deems it much easier to renew the loan than find the cash, which, had not the temptation been put before him, he would have been bound to do. It is by this process of renewal that large hauls are obtained in the shape of interest. In the case of a farmer of good position, the Money Lender, on a recent Saturday, wrote to express regret that he was away from the office at the time he (the farmer) called, and that he would be glad to know how much further accommodation was required. This was

an absolute falsehood, as the borrower never called at the office. It was a hint to him that he could have further money if he liked. Later on, to the same man, he sent, without request, £300 in Bank of England notes. If they had been retained for 24 hours, or used in any way, then they would have been followed by a promissory note with heavy interest added for the accommodation. The Money Lender in this case, although apparently of a benevolent turn of mind, is none the less one of the most notorious harpies in the trade, and letters and documents sent by him to a large number of his customers (now in the writer's possession) are couched in the most obnoxious and insulting language.

HIRE-PURCHASE.

The Money Lender practises another trick in connection with the hire-purchase system. If, for example, a tradesman wishes to borrow £30 in order to buy stock, the usurer suggests that £100 worth of goods should be purchased on the hire system, and the first instalment paid down. He then advises that a Bill of Sale should be given to him, and obtains from the borrower a statutory declaration that the goods are his absolute property. In many cases the borrower is quite ignorant of the form he has been induced to sign. If, at the end of a fixed term, the loan be not repaid with full interest thereon, the Money Lender seizes the goods and sells them. It is also known that in instances like this a confederate is party to the transaction, who then comes upon the scene and buys in the goods at a price much less

than their actual value. At a certain seaside place, this and similar tricks are carried on pretty extensively.

SUMMARY DILIGENCE.

Finally, the subtle trick of certain Worcestershire and Herefordshire Money Lenders may be referred to. Their most coveted prey is the small farmer, and many of that class are yearly dragged into their net. In order to avoid enquiries in the English Courts the Bills are accepted payable in Scotland, as if the persons to whom they are given lived there. A bill for £400 is before the writer, given by a Welsh farmer to a Birmingham usurer, headed "Glasgow," and made payable in that city. The explanation of the trick is, that according to Scotch law, without any investigation into the merits of the transaction, and by mere publication in a Scotch newspaper, "Summary diligence" can be obtained. The result is that the necessary proceedings are taken in Scotland, and an execution is sent down to the Sheriff, who levies upon the farmer's goods, which is the first intimation given to that unfortunate man. It is known that farmers have been over and over again sold up by this diabolical mode of procedure.

By means of all these and similar tricks does the unscrupulous Money Lender ply his precious calling, while he adds insult to injury by pluming himself upon the cunning originality of his devices.

NOTE.—For three of the foregoing tricks the writer is indebted to one named SHUCKBURGH, of the Clerical and Medical Bank, Bath and Bristol.

Chapter IV.

Caught !

FORTUNATE it is for those who have been warned in time—or succeeded in escaping from the Usurer's trap with the loss of fees—while those to whom some friendly hand has been outstretched may feel devoutly thankful that they have been enabled to escape with reputation still preserved.

Little did they dream of the vastness of the network which would have encompassed them, or of that final subjugation of which they might have been the victims. For the majority of those who once get entangled in the meshes of the net, there seems to be little or no hope of escape. Turn whichever way they will, they can find no relief; they would appear to be literally hemmed in on all sides.

Thus the writer has been made aware by letter or telegram of the ensnarement of scores of these financial captives.

Appeals have reached him from all parts of the United Kingdom—from clergymen, ministers, medical practitioners, officers, farmers, widows, traders, and labourers, and he has felt it to be his duty (in the time at his disposal) to personally attend to them and ascertain the

exact position of the applicants and the circumstances which have brought them into trouble.

In the net, therefore, at this moment are to be found all sorts and conditions of men struggling to be free. The public at large would be astounded if they only knew the names of some who are included in the term "all sorts and conditions of men," but the writer has no intention of mentioning them. The result, however, of all this will be obvious even to the casual reader.

The clergyman, anxious to denounce oppression and extortion, is fearful of doing so lest he should happen to bring about exposure by exciting the wrath of the Money Lender; the farmer, afraid to turn upon his wily captor lest the facts are brought to the knowledge of his landlord and neighbouring agriculturists; the clerk, lest he should court the Usurer's attendance at his office or suffer other forms of insult or blackmail; the tradesman, lest his 60 per cent. loan should get to the ears of his creditors and customers; the lodging house keeper, lest on the slightest delay in payment of an instalment he should be deprived of his home and means of livelihood; the labourer, lest he should lose his humble position and reputation.

That these methods of capture are carefully planned, will be gathered from a perusal of the following statement, which is a reproduction of a document entitled "Instructions to Valuers," sent by the proprietor of one of the largest loan banks in the United Kingdom to his Valuer. The Borrowers' names are not given. They have already been sufficiently victimised :—

"INSTRUCTIONS TO VALUERS."

"No Note of Hand is to be taken for a less profit on the face of it than 50 per cent., for instance :—

An advance of £5 a Note of Hand is to be taken for £7 10s.
" £10 " " " £15
" £20 " " " £30
I used to get for £20 " " for £34
" " £50 " " " £78
" " £100 " " " £156

and often more, which the books will prove upon examination.

"You will remember, shortly after your return to the Company, being with me in the Isle of Wight, in a case in which I advanced £100, and got a profit of £80, the note being for £180. You will remember the name of the case.

"Then there is the case of ——, in which I advanced £300, and charged £156, which turned out a splendid case.

"There is the case of ——, in which I got £50 for £100 advance, repayable by twelve equal monthly instalments of £12 10s., and that I got *for a great number of years.*

"Under no circumstances whatever shall a Note of Hand be taken from a customer from whom the bank has taken a Bill of Sale, excepting in very good cases indeed. No second Bill of Sale is to be taken until the first has been paid off.

"Be very careful about taking deeds of alleged property, unless the title is carefully searched and proved, for they may be forged and utterly worthless, for even Solicitors are very often defrauded by bogus deeds.

"My experience is that there is often trouble, together with law suits, in cases where deeds are deposited.

"In cases where a person positively states, and cannot be moved from his position, that he will not give a Note for any time less than three, or six months, then you must say to him, "We will draw a note upon you for one month, and charge you so much for the advance, and if we continue to be satisfied with your position, we shall renew your note at the end of the month, and again and again upon your paying to the bank the cost of renewal at the end of each month," and in this way I have often got large profits in bygone days, for the charge *for one month does not appear very much in the eyes of the borrower.*

"You must never, under any circumstances, give the borrower any *written memorandum* or statement that a renewal will be made by the bank. I have never done anything of the kind. *I have always secured the confidence of my Clients without any memoranda, which are at all times most dangerous.*

"Valuers should always be careful to see that there is *a very considerable margin* in cases where they take a Bill of Sale, for the payment of rent, rates, and taxes, and the death of live stock, &c., &c., *and they will find out from experience that it is in cases where they leave a large margin in which they are almost invariably paid off shortly after the registration of the Bill of Sale.*"

The distressing fact is, that such plans, as are suggested

in this particular specimen of the Money Lender's subtlety, are largely acted upon in all parts of the country.

Here is a case, however, in which the author of the document itself played a prominent part :—In the early part of 1894, the writer was asked by a Farmer to visit him immediately at his Berkshire farmstead. On arrival, to his utter surprise, he found the place absolutely empty. Cows, calves, pigs, horses, waggons and carts, in fact all the farm stock and household furniture had been cleared off. He ultimately discovered the remnant of a butter churn, and seated himself upon it in order to take uotes of the transaction.

It appeared that the Farmer, a man of 27 years experience, had borrowed £30 from the Money Lender. He repaid the first few instalments with promptitude, although in one instance of delay he had to forward an an exorbitant sum for the "accommodation."

One instalment of £12 2s. 6d. happened to fall due on a Sunday, and the farmer naturally decided to send it on the next day. Early on Monday morning he made his usual visit to the market town, and to get a cheque in exchange for gold (impossible in the village itself). He had not gone a quarter-of-an-hour, when a clerk from the Loan Office, who had evidently been in hiding, called and took away from the wife of the farmer all the money in her possession, viz., £3 4s. 8d., and told her to send on the balance that night. Nevertheless, immediately he had left, two bailiffs came in and took possession for the whole sum owing to the Bank, and £16 expenses.

The farmer, on his return, was of course greatly upset

and begged of the men to take the balance £8 17s. 10d., but they advised him to keep it in his pocket, as they were "in for the lot."

To cut the story short, the farmer was sold up, and the place made as desolate as the scene of an Irish eviction.

Fortunately, the writer's visit proved of some service; for, detecting a flaw in the Money Lender's procedure, he was enabled to invoke the aid of the law, and to carry the matter before Mr. Justice Hawkins at the Reading Assizes, where some of the Money Lender's gains were handed over to his victim.

Many "captures" have been reported to the writer where bills of sale have been taken in spite of the borrower's protests that he would not give such a security; where he has been told that he was merely signing a receipt for the money; or where, by a process of folding, only so much of the document has been visible as to reveal the mystic term "This Indenture,"* and a space for the signature; or where the borrower has been refused permission to read the document he is asked to sign. The money lender is too busy, or his valuer in too great a hurry to catch the post or train, to dabble in trifles, or to allow the borrower's reason to have fair play.

On this point it may be fairly assumed that where Bills of Sale are largely taken by a money lender, some trick or other has had to be performed. If the transaction were thoroughly understood, not one man in a hundred would give the usurer so damning a security.

One old farmer explains:—"The paper which I signed

* "This Bill of Sale" would have prevented much misconception.—T.F.

was placed on the table edge, and the valuer shaded it when he asked me to sign it." *

Another:—"The man who took the inventory of my furniture said it was not for a bill of sale but for a 'mortgage,' but which, to my cost, I afterwards found was a Registered Bill of Sale."

A lady says:—"The manager asked me why Mr.——— (another money lender) had not lent me the money, and I told him, because he wanted me to give him a bill of sale, and I preferred to sacrifice my 10s. enquiry fee rather than do so." Yet the manager tricked her into signing one.

All these things are the occasion for much inward merriment on the part of the usurer and his men. All is grist to *their* mill, and what care they so long as the bill of sale is signed and a borrower "caught."

Other victims are secured by apparently generous arrangements on the part of the valuer as to the methods of repayment, or by gentle play upon the useful term "5 per cent.," the words "per month" being omitted in cases when the rate of interest is mentioned. Here is one example where a tradesman applied to a deposit bank for a loan of £15. The bank forced £30 upon him, but arranged that he should first repay the difference by monthly instalments of £5, with 5s. added each month for interest, the balance to be paid by £1 instalments.

The borrower actually kept the three £5 bank notes, but returned one on the agreed date. To his surprise he was then informed by the manager of the bank that the amount he ought to have sent was:—

* Bills of Sale are usually attested by the Money Lender's Clerk or Valuer.—T.F.

	£	s.	d.
Instalment due 22nd March	1	0	0
One Month's Interest on £30 at 5 per cent. per month	1	10	0
	£2	10	0

The borrower wrote protesting against this departure from the arrangement with this result:—

DEAR SIR, 5th APRIL, 1894.

In answer to your letter of yesterday's date, I can only say that if "the conditions under which the money was left with you were that £15 of the advance, with interest thereon, was to be repaid by you in three monthly instalments of five guineas each," you should have seen that these conditions were embodied in the Bill of Sale which you signed. As they were not, we distinctly decline to believe your account of your interview with our representative.

In addition to this your statement is utterly ridiculous on the face of it, as you will see if you give the matter a little more consideration.

Yours obediently,

If, therefore, the captive decide to act according to the wishes of his captor, he will be entrapped for 2½ years, and the interest alone at five per cent. per month for that time would amount to £23 5s. 0d.

If, chafing under the burden, a borrower wishes to shorten the period of his captivity, and applies for terms of freedom, he is politely told, "If you are fool enough to pay money back before it is due, it is no matter of ours. In that event, however, we must have the principal, together with the whole of the interest, for *the full period agreed upon for the loan.*" In despair he licks the hand of his captor, and remains in bondage.

Unwary borrowers who were deluded by the glimmer of

the Promissory Note bait, find that they have to suffer much and pay dearly for the supposed secrecy of their captivity. Take the following glaring case of expensive bondage as told by a lady:—

"In March, 1893, I was unexpectedly called upon for £30. I must not trouble you with the reasons why I was thus unexpectedly called upon or explanations of the wherefore. I could not meet the necessity at once without borrowing the money. To ask the favour of any relative or friend I felt *most* unwilling, for 'favour' it must be considered where no interest would be accepted; but I little knew what this, as I now regard it, sensitiveness, or false pride, would bring upon me.

"I had observed a notice in the Daily '————————,' from Messrs. ————. I decided to apply to them, and called upon their *then* agent here, a man of the name of F——. He said the 'Surveyor' would call upon me, but that I must first pay the 'expenses.' In all, he got £3 10s. out of me. Two days after the 'Surveyor' came. The firm, in their advertisement, state that they lend on 'note of hand,' etc., etc., but in this case the Surveyor took as security some very handsome silver-plate of mine.

"He enquired what amount I wanted. I said £30. He said, 'You had better make it £50.' After a little hesitation I agreed.

"'For how long shall you require it?' he then asked.

"'For three months,' I told him. He at once put £50 on the table, and, taking a sheet of notepaper, wrote, for me to sign, that I had given the silver referred to as security for £50. This done, he took back £15 in notes and two sovereigns, and gave me to understand that the £15 was part interest and part repayment of the loan, but how much was interest and how much part principal he could not tell me till he had 'seen the Directors.' The two sovereigns were for his expenses.

"I demurred to this on account of what F—— had already had. He handed me back 10s., saying he 'did not know F—— had had anything from me!' He finally said that I should have, at the expiration of the three months, if the debt was not fully paid, to continue giving the £5 a month as paying off debt and interest.

"At the time I felt so sure of selling some Railway Shares through a Broker (for which £600 had been paid) for about £200, that I had not the most distant idea but that I should be out of the enemy's hands before the expiration of the time stated. So I was later on terribly dismayed when I received a wire from the Broker that my shares were not sold.

"So now the money lenders continued getting £5 a month from me till

August, 1893, when a new agent told me that I had paid off *none of the debt*—the £5 a month being only interest.

"I then went to a Solicitor here, for I was in a pitiable state of mind, but he did little good, as the threat of 'selling my plate' was, and is held over me as a whip; and they add that they have the power to sell it for anything, and come down upon me to 'make up any deficiency.' The 'Surveyor,' with whom I dealt with in the beginning, they told me was dead.

"B——, the new agent, however, reduced the interest to £2 10s. a month.

"In January last he got me to sign a paper to the effect that he would call the debt £67, allowing me till next February to pay this off, by paying £5 a month. I have paid £22 of this, and on enquiring what they would take now for immediate payment, I was told £42. You will see that the money lenders have been paid over and over again the money £33 (though they call the loan £50) and nearly 100 per cent. besides. If there is any chance for me of getting immediately out of these terrible extortioner's clutches and power, I do not know how I could ever show or feel sufficient gratitude to my saviour.

"Having gone so far with these usurers my courage fails me to turn to my relatives for advice or help, but if you could tell me an honest person who, for a fair interest and on proper security, would lend me the money, I should, indeed, be thankful. I can pay the fair interest and instalments each month to the day.

"I must add that while I am in these people's power I dare not anger them, for fear they would carry out their threat about the plate. Also, I should not like my name to transpire in a Court suit in connection with them.

"Yours faithfully,"

A gentleman* who tempts all by his advertisements "to apply to him before going elsewhere, honourable and straightforward transactions guaranteed," &c., sends to his clients, whenever delay arises in payment of instalments, the following printed Circular:—

WITHOUT PREJUDICE.

SIR,

Take notice, if I do not receive the full amount of my Claims and Costs before 12 o'clock to-morrow, FRIDAY, *the Bailiffs* will positively *be put in*, and you will be *sold up*, *stick and stock*, and you may safely depend upon that.

This is final, and you will not be communicated with again, and no excuses, promises, &c., of any kind will again be entertained or accepted.

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* This gentleman "practises" in London, Birmingham, &c.—T.F.

You give ten times more trouble than what your custom is worth, and I shall be glad to get rid of you. You had better pay up and give no more trouble, or you may rely that the above threat will be carried out to the very letter, and you will regret and repent it, and you will always have to pay a considerable sum for law costs. Yours truly,

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To a Farmer :—

SIR,

I shall certainly put the Bailiffs in for the amount still owing, £6 16s. (after giving you credit for the £8 cheque received this morning, for which enclosed find receipt), if I do not have the same by first post to-morrow, Friday morning. Judgment having been signed already.

Copy of account on other side, and if you are anxious to avoid further expense, you had better send the £6 16s,, or you *will get the Bailiffs to-morrow dead certain*, and you will probably have to pay another £10 or so to the Sheriff for his costs.

Yours truly,

Another Promissory Note captive gets this letter: —

SIR,

You need not dream that you will frighten me out of my rights, as I will not take one penny less than the amount owing. I will contest the matter until the very bitter end and send you the Bailiffs. This is no idle threat. I will not be shuffled or humbugged about in any shape or form. You can see as many M.P.'s as you like.

Yours truly,

For the Trapper's purpose the victim must at times be played with; it will not do to release him while there is further blood to suck. This letter goes from a West End Usurer to a country trader caught in the toils :—

DEAR SIR,

I beg to remind you that the balance of your loan, viz., £48, becomes due on the first of September next. I shall be pleased to lend you another £60 and deduct the £48 from the same, and to save delay I herewith enclose bill for £84 for your signature, which please sign and get your brother to sign also and return to me, when I will send you £12 and the old bill. The £24 added is the interest same as the last advance.

Yours truly,

Sometimes the captive gets a document in which warning and entreaty go hand-in-hand, thus :—

DEAR SIR, SEPT. 21ST, 1894.

I beg to inform you that your THREE Months Bill for £80 os. od. becomes due and payable on OCTOBER THE 12TH NEXT, 1894.

Please send the account thereof in full, or return the enclosed Bill duly signed by yourself, in own handwriting on the line), which is for the same amount *as before*, namely, £80 os. od., together with £40 os. od. FOR THE INTEREST, and the said amount of Bill can remain for THREE months longer from due date.

Please note this matter MUST BE attended to PUNCTUALLY TO THE VERY DAY WHEN DUE, as not one single day's grace is allowed upon it, and we are VERY STRICT about it.

Yours truly,

NOTE.—The Bill without the full interest or the interest without the Bill will not be accepted.

A London Company (incorporated under the Companies Act, 1862) informs its customers that "No instalments are allowed to be in arrear, and if not paid punctually on the day they are due, fines at the rate of threepence in the pound will be enforced, and, in case of default, the whole amount of the loan, including the prospective instalments, become due, and will be called in and legal proceedings taken to compel payment."

A Limited Company which describes itself as "having been formed for the purpose of affording financial aid to Clergymen and Ministers on reasonable terms," sheds ink upon its captives in this fashion :—

DEAR SIR,

If we do not hear from you by the time suggested, or if you miss a single payment in future, our Solicitor will at once be instructed that you do not seriously intend discharging your liability, and that he must treat you with severity.

Yours truly,

SIR,

In consequence of your neglecting to keep up your instalments, and after your being summoned of neglecting the reasonable terms offered to you, it is now our duty to bring you up before your County Court Judge to show cause why you should not be committed to prison for non-payment.

Yours truly,

A much-advertised Private Gentleman heaps all sorts of indignities on those who maintain him. One of these is a Nonconformist minister, well known to the writer, and, by repute, to the reader. He was tricked into captivity, and, by the skilful tactics of the Money Lender, remains there still. When the last loan was granted, a portion of it had to be applied for rent, and the private "Gentleman" insisted on his money-lending cheque being sent to the landlord. He would also see that the reverend borrower actually posted the cheque in a registered envelope, and for that purpose took the precaution to send his clerk with him to the Post Office and bring back to his office the receipt for the registered letter.

The foregoing will give some idea of what is included in the word we have selected as the heading for this chapter. The real extent of the captives' sufferings no man can ever know, for the majority of them are gagged as well as trapped.

In London, particularly, flows a steady under-current of evil, and, in silence and alone, thousands of men and women are undergoing their periods of captivity to the extortioner—hoping against hope for eventual release. Many of their cases (which do not appear in this volume) have, however, been investigated and written up for future reference. To the "London Reform Union" the

writer's warmest thanks are due for having allowed him to make known facts as to the "Oppression of the London Poor" to those 300 clergymen and ministers who recently devoted one whole Sabbath in proclaiming the Social needs of the Metropolis.

Not much longer will it be before the day of brightness dawns upon those who are now in bondage to men who apparently detest the name of freedom.

Chapter V.

Trappers Interviewed.

IT will be some little consolation to the reader to know that the trapper has himself been brought to bay, and that his intrigues have been, in many instances, foiled with his own weapons.

Thus, two Money Lenders of great notoriety have recently found their way into the dock of the Police Court,* while others have been dealt with either in their own dens or at the writer's chambers.

In some cases interviews have been brought about by the latter's own curiosity, in others, by those who have experienced the morbid desire to see for themselves the man who had dared to initiate a "crusade" against them.

As an example of the latter remark, it may be mentioned that he has been visited by the paid emissary of a well-known Money Lender, in the guise of a needy tramp, who endeavoured to destroy all chances of identification under a plea for help to pay his fare to a distant part of London. This man now makes it his boast among fellow financiers that he had called and voluntarily offered all the books of his bank for inspection.

* Appendix II.

Fortunately, however, by means of such interviews many hidden treasures have been unearthed, treasures which the usurer would doubtless have preferred to remain buried, and kept from the ken of the uninitiated.

Courtesy has been extended to the trapper by withholding his name, but he will himself doubtless recognise the interview or correspondence in which he was personally concerned, while it is hoped that the general reader will find some amusement and gain additional knowledge from the various facts about to be detailed.

W. Y., Esq.

This man may be described as one of the most subtle, unscrupulous, and avaricious usurers of modern times. He does not, for instance, stop short at his pound of flesh, *i.e.*, 60 per cent., but resorts to every possible method of extortion. He robs some of preliminary fees, he deliberately deceives others as to the rate of interest, he tricks struggling tradesmen into giving Bills of Sale, evades the Bills of Sale Act, and finally oppresses and despoils those who have trusted to his tender mercies.

His Advertisement, however, would appear to hail from a true philanthropist, and, being personally touched with its pathos, I ventured to put myself in communication with him. It seemed so very desirable to make an effort to secure the support of a man whose published terms would lead a tyro to suppose that he was above the ordinary rank of pecuniary negotiators.

Thus my letter ran :—

PALACE CHAMBERS,
WESTMINSTER, S.W.

DEAR SIR,

As your advertisement appears to contain one of the fairest offers of money to be seen in the public Press, may I ask whether you would be so good as to give me the benefit of your attendance and support at a Lecture which I am about to deliver at St. James's Hall against Usury.

Perhaps you would also be so kind as to explain on that occasion how Money can with profit and advantage be lent upon the terms you advertise, viz., 5 per cent.

I am most anxious to expose those Scoundrels who will not lend money at less than 60 per cent.

I may suggest that the adoption of my proposal would prove an excellent advertisement for your office.

Yours faithfully,
(*Signed*) THOMAS FARROW.

To this letter I received no reply, and I thought how different would have been the case had I been an unfortunate applicant for a loan. In that event, I should assuredly have had a courteous answer by return of post, coupled with a request for a Preliminary Fee.

I determined, however, not to be baffled, and so called, accompanied by a trusty witness, to beard the lion (or rather "private gentleman") in his den.

I was received with much courtesy by the clerks in the outer office. These outer offices, by-the-bye, are very convenient for the Loan Monger's purposes; the room in which the "Actual Lender" sits being always guarded by one of these outer offices. Frequently the chief's sanctum has two doors, so that, in the event of an unwelcome visitor turning up and demanding an interview, the Loan Monger is described as "not in." He has, in fact, just gone out (by the second door).

In this case, however, I was more fortunate. The great Mr. Y. was in, and to be seen. Seats were given us in the outer office, and presently a very wily looking individual came in, ostensibly to procure a ledger, but, in reality, to see whether we were formidable looking men and possessed of Herculean powers. He withdrew, and in a few moments a clerk ushered us into the presence of the great financier, who was none other than the gentleman who had previously viewed us in the outer office.

"Are you Mr. Y.?" I asked.

"No; Mr. Y. is in the country.* He has had a bad attack of influenza, and it has left him in a very weak state of health—so weak, indeed, that he has gone wrong in the head, and is quite unfitted for work."

"That is most unfortunate," said I; "I am very sorry, as I wanted particularly to see him."

The remark was, of course, intended to be ironical, for I knew that I was in the presence of none other than Mr. Y. himself.

"Well," said he, "I am aware of your letter to Mr. Y., and, in my position as manager, I am empowered to give you every possible information."

I thereupon put to him one or two pertinent questions, but I fear I upset his equilibrium rather too quickly, for he flew into a paroxysm of temper, and denied my right to make such searching enquiries into the *modus operandi* of his employer's business. A soft answer, however, turned away wrath. I pleaded for his sympathetic commiseration over the woes of those unfortunate

* The old ruse.—T. F.

persons whose cases had just been so pathetically described in the columns of the "Pall Mall Gazette," but in vain.

No, he could not meet my wishes. Those articles had done more harm than good ; they had thrown a dark cloud over the doings of the whole Money Lending fraternity, and so credulous were people, that many of his firm's own clients had come to him to know whether he would ever be likely to mete out to them similar treatment!

Would he support us in our efforts to obtain a Government Enquiry into the iniquitous practices of certain usurers? This query entirely nonplussed him. Like a very culprit, he cowered before us. A more rapid change in one's appearance has surely never before been witnessed. With ashen mien and trembling gesture he faltered out, "What enquiry?" I replied, "We are bent upon asking Parliament to make researches into the abuses of Money Lending ; and, what is more, we shall ask that your Mr. Y. shall be one of the first to give evidence."

"Oh, no. That would be utterly against my employer's wishes. If such an idea were ever mooted to Mr. Y. I am sure it would quickly *kill* him ; and he would certainly determine, once and for all, to abandon the whole business."

"But," remarked I, "such an enquiry would result in a purification of the system, and men like him, who were conducting business on honest and even philanthropic lines, would secure a monopoly of it."

But the manager, perversely blind, could not see the point.

I then read over to him his advertisement, laying special emphasis on the phrases "Money at five per cent.," "Promissory Note alone," "No Bills of Sale required," "No Sureties," "No Fees," &c., and I asked him whether in all these respects Mr. Y. acted up to his profession.

He answered "Yes; although we do business with the 'scum of London,' we try to benefit them in the manner described"—an absolutely false statement, for I had overwhelming evidence to prove that his minimum charge was 60 per cent.; that when he did lend money it was mainly upon Bills of Sale; that other unreasonable security was demanded; and that Preliminary Fees were pocketed in abundance.

In regard to fees, however, he explained that he asked for half a sovereign in every case, in order to cover the expenses of printing, advertising, &c.—"a very heavy item." Then Mr. Y. had to join Perry's Loan Monger's circle, which was a very costly form of protection. Even if applicants did not obtain a loan, he considered that the outlay referred to was an expense which they ought equally to share.

"Would he allow me to look at his books, or give me the name of one person who had borrowed money at 5 per cent. per annum?"

"No," he could not; it would be a divulgence of the secrets of Mr. Y.'s business, and would seriously affect his own position.

We rose to take our departure, and apologised for having occupied so much of his time, but he had an important request to make: "Of course, everything which has happened to-day will be confined to these four walls?"

"Certainly not," said I. "Everything which has been said to-day will be published abroad."

"Pray let all be kept secret. Mr. Y. would rather give £1,000 than that this interview should be made known." If this were a hint at buying me I know not, but I did not succumb to the temptation.

"If, then, you must adhere to your resolve, will you let us down gently?"

"No," said I, hurrying from the room. "You shall be dealt with as is your meet, although, possibly, with more mercy than you show to others."

Messrs. C. & Co.

This London firm trades under various aliases. All Bills of Sale, however, are made out in the proprietors' correct name. My interview with him was the result of a call I had made upon a man in the North of London who had been in the hands of Mr. Y. He had borrowed from the latter the sum of £30, from which £5 was deducted at the time for expenses. He had subsequently paid off six monthly instalments of £3, making a total payment of £23 in all, leaving some undefined amount for balance of principal and interest yet to be paid. He received from Messrs. C. a circular offering financial help, and as this was couched in the ordinary glowing terms, the unfortunate borrower fell into the trap and asked them to call. They did so, and immediately got into the man's confidence by offering not only to pay off Mr. Y., but to advance him a sum of £10, much needed at the

time for rent. Messrs. C. then agreed to ask Mr. Y. what was owing, and a reply soon came "£27."* The Money Lender's cheque for £10 was sent to the landlord for rent, the balance of the £40 lent being exhausted by Messrs. C. & Co. for costs and transfer of the Bill of Sale. As the borrower and his wife insisted that they were only paying 5 per cent. per annum upon the new loan, and not 5 per cent. per month, I promised them that I would call upon Messrs. C. and get at the facts. I took a witness with me, and asked whether Mr. A. (the first alias) was in, but the clerk knew nothing of a Mr. A. I enquired if Mr. B. (the second alias) was in, and he replied that Mr. B. was unknown at that address. I then asked for Messrs. C., and he stated that the chief partner in the "Firm" was at lunch, but he would fetch him in. Probably thinking another fly was struggling in the web and waiting to be bled, the spider hurried up, either leaving his lunch or quickly bolting it. A few minutes, therefore, only elapsed before the chief partner came in.

I told him that I was his clients' friend, and was anxious to help him to pay off the loan, so should require a statement of principal and interest. He referred to his books, but had soon to confess that it was impossible to say what was actually owing, but said that the Bill of Sale contained the precise terms. I replied I would go to the Law Courts and look at the Bill of Sale, which seemed to ruffle him, as he knew full well that the majority of his Bills of Sale were framed upon the same plan, viz., certain

* Do these usurers share the plunder?—T. F.

instalments payable each month, and the balance, together with interest, on a particular date. This plan would enable him to keep up the trick as to the 5 per cent. per annum until the last moment, when he would be in a position to swoop down upon the borrower for the large sum due for interest; thus forcing him to take another Bill of Sale for the amount owing.

I then informed him that I would make an affidavit that the borrower and his wife were under the distinct impression that they were to pay interest at the rate of 5 per cent. per annum, but he stated that he had a document to prove the contrary, possibly referring to the Bill of Sale itself. He, however, suspecting nothing, again looked through his books and tried to calculate what was needed at the moment to pay off the loan, but failed in the attempt. I pointed out to him that this was a serious position for a person who wanted to repay a loan, whereupon he questioned my right to make such a comment, and asked who I was. I replied: "I will tell you who I am—I am the gentleman who has supplied certain facts as to usury to the Editor of the 'Pall Mall Gazette.'" This reference to the Pall Mall's trenchant articles highly incensed him, and he ordered me from the office immediately by pointing to the door, and using three explicit words, "Out you go." I defied him to remove me, whereupon he sprang over the counter in the most agile fashion and threatened to get hold of my neck and push me out. This so alarmed my witness that he immediately bolted, but (as he explained afterwards) "only to fetch a policeman."

I was, therefore, in the power of a Money Lender for once, and knew that from a legal point of view I was a trespasser. Discretion, therefore, seemed the better part of valour, and I doubtless saved myself much humiliation by getting outside the door and telling him that I should ruthlessly expose him. I left him standing at the entrance to his Bank in a fit of rage and passion, and with both hands to his nasal organ, shouting "D—— you, and the "Pall Mall Gazette' too."

Mr. G———, Manager of the ——— Bank.

This interview was brought about through a letter which I had addressed to the Proprietor of the Bank, asking him to come to some terms to prevent a receiving order being made against a client who had been absolutely crushed by heavy payments for interest.

To my surprise, however, a receiving order was obtained before any reply was sent to me, whereupon I sent to the Bank's Solicitor a strongly worded protest. I obtained no acknowledgment, and thereupon complained of lack of courtesy, with this result :—

7TH NOVEMBER, 1894.

DEAR SIR,

I see no occasion for you to be surprised that your letter of the 27th has not been answered, and I think if you will read your own letter you will find there is absolutely nothing in it in the nature of an enquiry, or which called for a reply. . . . I do not think —— has any just cause of complaint against my client with regard to the position in which he now finds himself placed.

May I suggest that at any rate in your communications to me in business

matters it is neither necessary nor advisable to indulge in vituperative language, because this cannot be of any use to any person whose cause you wish to serve.

I forwarded your letter to my client, and received it from him again late on Saturday. He desires me to point out to you, that although he charges comparatively heavy rates of interest, the large number of Bad Debts that are made do not make the business so profitable as you might assume, and the actual interest received by him does not ultimately prove to be more than is earned in an ordinary commercial business. If you choose to make enquiry, I am instructed that you will ascertain that in every instance the borrowers are definitely informed as to the amount they will have to pay for interest, and the periods at which the interest and principal are repayable, so that it lies entirely with the borrowers whether they accept the terms offered or not.

If you can advise any scheme by which the risks of bad debts could be minimised, I have no doubt my client would be pleased to avail himself of any such valuable suggestion, as it would probably enable him to transact his business at a lower rate of interest ; but in connection with this you must take into consideration that the great majority of loans are made on note of hand alone, and are therefore not comparable to loans on security.

Yours truly,
X. X. X.

MR. THOMAS FARROW,

(REPLY).

10th NOVEMBER, 1894.

DEAR SIR,

I thank you for your lengthy communication in which you put forward the best possible defence for your Client's treatment of . . . . . I do not accuse you personally of neglect in regard to my original request, but I do say that to overlook such a communication which affected one of his unfortunate borrowers so seriously, is quite on a par with his usual conduct. I do not indulge in "vituperative language" if it can be avoided, but what is one ot say, and is it possible to speak in measured terms, of the iniquitous system which your Client practises? By his advertisement he professes to be the friend of humanity, but by his actions, and those of his confederates, he victimises, deceives, robs, and bleeds.

I made this charge in my first communication, and yet you, on behalf of your Client, coolly state that there was absolutely nothing in my letter which called for reply. Had you no ground upon which you could defend his action, or did silence admit the justice of my attack? I am afraid if your Client called upon me I should indicate certain methods which would have the effect of reducing his present profits ; but whether I could minimise the number of

the bad debts to which you refer is an open question. Between ourselves, I very much doubt whether he makes many. This is the old bubble of usurers, which I have pricked on more than one occasion.

I am continuing my enquiries as to the work of your client's London Loan Offices, and find that a system is being carried on which is a disgrace to any business, and which will soon be brought to the light of day.

Pray do not ask me to remember that heavy rates of interest are charged on Notes of Hand alone. I have instances where he extorts the same ruinous terms from persons giving excellent securities. Your client, however, may not be worse than the other members of his fraternity, whose ruling passion seems to be to get their pound of flesh and gravy in addition.

Yours faithfully,
(*Signed*) THOMAS FARROW.

(REPLY).

NOVEMBER 15TH, 1894.

DEAR SIR,

I have communicated with my client on yours of the 10th inst., and in reply I am instructed to inform you that my client thinks you are under a misapprehension as to the mode in which he conducts his business, and as you rather suggest the desirability of an interview, my client will take an early opportunity of calling upon you, when he hopes to be able to alter the views which you at present seem to hold.

Yours truly,
MR. THOS. FARROW. X. X. X.

To this I briefly answered that no good whatever could come from the interview suggested.

Having regard, therefore, to the correspondence, I could not help admiring Mr. G.'s boldness at calling, but there was no doubt that he had been sent at his chief's command to try and ascertain what information I possessed in regard to his business, and possibly to discover whether I had a strong enough case to enable me to successfully defend an action for libel.

I, therefore allowed Mr. G. to see me, for after all he was but a servant of his employer, and a little cog in that

usurer's great wheel. He first expressed a wish that I should give some explanation of the strong terms I had used in regard to his bank.

I told him that his employer, Mr. H., had his remedy, and that he was at perfect liberty to sue me civilly or criminally, when I should be prepared to defend myself; and that I had every reason to believe that I should be able to prove up to the hilt all the charges I had made. He asked me what distinct proof I had, but I replied that I had not yet become absolutely green, and did not feel disposed to give my case away *all at once.* However, I gave him an instance of extortion into which he promised to make enquiry and send me details. These, for obvious reasons, have not up to the time of writing come to hand.

I also referred him to one of the advertisements of his bank, particularly pointing out that of the bank in which it was stated that money was lent at 5 per cent. (a piece of gross deception); and that the bank was not connected with any other Advance Company or Loan office, which, as he well knew, was false. He promised to call Mr. H.'s attention to the matter.

I also spoke to him upon the question of preliminary fees, and remarked that the —— Bank particularly plumed itself on the entire abolition of such fees. In June last, however, I had myself applied for a loan to all the branches of Mr. H.'s Bank, including his own at N., and was asked sums ranging from 5s. in London to £1 11s. 6d. in the country. Now, I pointed out to him that this was a distinct form of robbery; for, as all the banks belonged to one person, only that one person would lend me the money I

had asked for; consequently, had I sent all the fees, the other banks who would be compelled to decline the loan, would, with one accord, proceed to make excuse.

Further than that, I remarked that a journey would not have been undertaken by the country branches at all, but that I should have been visited by a valuer from the bank in London. Even if one of his branches had lent me the money, they would have deprived me unnecessarily of a preliminary fee on the pretext of its having been spent in railway fares.

He stated he would look up my application, but he thought the other fees would have been returned to borrowers had they happened to apply to the other offices. I told him I had reason to believe that this was not the case where men had paid fees to each bank.

He stated that Mr. H. heartily wished that Bills of Sale were abolished, and he himself would take none at his branch. I expressed my pleasure that so great a Money Lender should give support to one of the planks in my platform.

He offered me a perusal of the books of the —— Bank, but I replied to the effect that these books would help me but little in my enquiry. I knew full well the class of business that was being carried on, and that I was enquiring from those who had *suffered* by the system. He stated that his principal had never received any complaints. I asked him whether his employer had read certain comments in "Truth;" whereupon he replied that Mr. H. would not even think of looking at them. I remarked that Mr. H. reminded me of the bird

which buried its head in the sand in order to hide itself from its pursuer. If he *would* not read, of course he was never worried about complaints, but I had had them, and would produce them on the proper occasion.

G.'s great point, however, was that, in regard to the Bills of Sale taken by the London banks, borrowers always knew that they were giving such a form of security, and were aware of the rate of interest. I retorted that I knew how the trick was worked, viz., that after a man had parted with his fee, after he had been visited by the valuer, —after (as was the invariable rule of the banks) he had come up to London at the last moment to settle the matter, when the money must be had at all hazards, then for the first time there was sprung upon him a "confession," dictated to him by Mr. H., or his representative, to the effect that he knew what he was doing; such a letter being on a par with letters which were often read in divorce and similar proceedings, where a lady had been induced to write to her friends epistolary effusions describing the bliss of her surroundings; but that such letters, as well as such acknowledgments as were signed at the usurer's dictation, could hardly be regarded as correctly indicating the knowledge and feelings of the person who was supposed to write them voluntarily.

Mr. E——.

I was led to see this West End gentleman through the following case, and felt some interest in meeting a man who laid himself out to benefit clergymen. To

my surprise on meeting him I recognised him as none other than Mr. A., who had become notorious under that name as a preliminary fee robber, and had in fact endured a long term of imprisonment for that offence. He seemed greatly startled at being recognised, and begged that his proper name should not be divulged, a request which I intend to comply with so far as the *present* publication is concerned.

This is the case. A clergyman, who is also a graduate, and who adds to his income by the tuition of gentlemen's sons, was tempted to borrow from E. the sum of £35 in March, 1894. The loan was to be for three months, repayable first instalment £8, second instalment £8, and the third instalment £39; *i.e.*, £20 interest. It should also be stated that the sum of £3 3s. 0d. for expenses was deducted at the time of the loan. The money was punctually repaid, but parting with so much money at one date necessarily made the borrower somewhat short in the pocket, therefore, within a month of its payment, he had again to borrow £35 upon the same ruinous terms. He kept up the first two instalments, but was unable to meet the third, namely £39; he had only £20 in his possession, and feared that E. would either take proceedings, which would mean his absolute ruin, or renew the bill at an even more extortionate rate.

It may be here mentioned that had the borrower not paid another farthing, E. had already received his principal back, with £7 6s. interest, which would not be so bad a remuneration upon a loan of £35 for six months. The circumstances which compelled this gentleman to

borrow the money, as well as the reasons which prevented him from meeting the third instalment need not be set out here; it is sufficient to say they were unexpected. I asked E. whether, under these circumstances, he would not take the £20 down and leave the £19 for some short period. He expressed his willingness to do so, but should want £10 interest for the £19 balance of principal, which I pointed out would represent an enormous percentage, and was surprised that he would not accept lower terms.

The matter not being settled at that moment, E. sent down to the borrower a fresh note for the renewal of the whole £39 at extortionate interest, but, on being informed of this, the writer warned him not to sign so iniquitous a document, and, to put it briefly, assisted him to get out of the clutches of this rapacious usurer, who no doubt looked forward to quarterly hauls on the same gigantic scale.

It is presumed that E. finds these methods safer and more profitable than those in which he indulged at the commencement of his career.

Moral: Clergymen, beware of beautifully headed note-paper, hailing from the purlieus of Piccadilly.

Mr. D——.

This country gentleman is well known in the money lending world. I am credibly informed that he was the prime mover in getting the enquiry into the working of the Bills of Sale Act, which led to its amendment. As

the 1882 Act has largely tended to protect the borrower, a great deal of credit is due to the Money Lender under review.

I should say that although he has taken up very hard and fast lines as to the repayment of his money, sometimes with terrible results, he is withal a kind hearted man. I got to know him through correspondence in regard to a lady who had sent him a preliminary fee, having asked him in polite terms for an explanation. He had naturally not heard of my existence before, and apparently thought I was another Money Lender; indeed, he addressed me as "Thomas Farrow, Esq., Money Lender, Westminster," and explained that as he found the borrower was trying to get money elsewhere he should have nothing more to do with her and had therefore returned her 4s. 6d., balance of preliminary fee unexpended.

In his letter he gave me many details of farmers who had been in his hands and others to whom he had lent money, and had lost it, as well as enclosing an appeal from some young fellow who wanted to borrow £5 for a month, and offered to give a promissory note for £10. The client had done business with D. before, but it would appear that D. had no money in hand at the time, or could surely have advanced the needed £5. I therefore turned up his advertisements and found that he had laid himself out to advance sums of from £5 to £500 at brief notice.

I explained to him that he must have fallen into some error, that I was not a money lender, and asked him how it was that he, who told the public he had these large sums at his disposal, could not find £10. He replied, that he

had evidently mistaken my vocation, but would call upon me "like a man" when next in town. An appointment was made, and we conversed together for six long hours. I took the list of charges which I had publicly made against money lenders *seriatim*, but he was not at all inclined to admit that any of my statements were worthy of credence. I therefore had to try and prove to him from evidence in my possession, that I could substantiate every charge which had been made against the fraternity, but of course admitted that there were exceptions to the rule, and trusted that he was one of them. I, however, expressed some surprise that he would not be convinced by my statements, for he, as an honest Money Lender, ought to be only too glad to co-operate with any man in getting rid of the abuses referred to.

He was strong in the belief that it would be undesirable to abolish preliminary fees; for what reason I do not know, only that I have evidence to prove that advertisements such as his must result in an enormous number of applications for loans. I asked him how many answers he had to his advertisements in a London newspaper, and he replied "about six weekly"—whereas a somewhat similar offer of money has had an average of 150! He also charges 4½d. for the prospectus which is sent to every applicant, and a note upon it says that no business can be done until this charge has been defrayed, so that in any event the cost of prospectus, postage, &c., would be more than accounted for, while those who parted with preliminary fees would have to pay the 4½d. in addition.

I asked him whether he used Perry's Loan Circle, and he replied that he did not, but preferred to make his own enquiries. He would, for instance, on getting an application from a particular district, send off to some person in the locality stamps to about 1s. 6d. in value to cover a cab fare and ask him if the would-be borrower's credit was good enough for the particular amount applied for, and on this report he would generally act. As his preliminary fees usually run from 7s. 6d. upwards, there must always be an initial profit on each transaction.

Mr. N——, of the ——— Deposit Bank.

I got into communication with this man (whose backer is supposed to be a well-known "outside" Broker) through an application for the return of a preliminary fee. A Mr. B., the advertised manager, replied that he would call upon me; but I knew that B. was one and the same person as Mr. N.

In the first place he explained the whole of the transaction in regard to the man who had parted with preliminary fees to him and other offices without result. It must be admitted that the applicant in this case bore an unsatisfactory character, and I explained to Mr. N. that I had no sympathy whatever with any man who could give no real evidence of his bona fides.

This matter disposed of, Mr. N. stated that he was really trying to conduct an honest business, and expressed the conviction that no complaints could be possibly urged

against him. He particularly defended the heavy rate of interest charged by his bank, and trotted out the old horse that grocers, drapers, and others, charged over 100 per cent. profit for their goods, so why should not he for the use of money. I pointed out to him that money was the one necessity of life; that a man could not buy food without money; that he would be starved unless he had the wherewithal to buy food, and that therefore, Money Lenders had not the right to say:—"If you want this—the one necessity of life—we are to have the power of forcing whatever terms we like upon you in order that you may get it." I had evidence to prove that the more urgent a man's necessity, the more he had to pay for the accommodation—that, as a rule, he was compelled to admit for what purpose he wanted the money; that completion of the transaction was driven up to the last moment, when he would have no choice but to agree to whatever terms were imposed upon him.

Mr. N., as in the case of other usurers, offered me an inspection of all the books of his bank, but I told him this would serve no good purpose. I should probably find that numbers of people had paid a large amount of interest, while there would be some who had not repaid their debts; but that I preferred to get information from the customers of the bank, as the precise terms which were imposed and the various evils which might have been inflicted upon them would not be recorded in cold blooded cash books or ledgers. Mr. N. referred to the huge profits of the bank, and gave many details of other financial institutions with which he had been associated.

I then ventured to take Mr. N. through the very attractive prospectus of his bank, devoting special attention to the supposed promissory note, which was intended to show that the Bank lent money at the rate of five per cent. per annum. I challenged him to produce to me one such note signed by a borrower, but he could not see his way to accept the challenge. His reply was that a promissory note on those terms was only accepted from merchants and traders of undoubted stability, who wanted their bills discounted, and that even in those cases commission was deducted, which made the interest run up to at least twenty per cent; but I "had him there," as a special notice on another page of the prospectus stated that the amount applied for was advanced in full, no deductions or charges being made whatever; and further the interest table implied that the terms referred to, viz., five per cent. per annum were available to every responsible applicant.

"The Press Opinions" were next dealt with, and their true value plainly indicated to Mr. N., who had to admit, to his evident chagrin, that they were either the effusions of his own brain or the puff of some needy Editor, who, was compelled to cling to the skirts of the bank's advertisement.

"Reasons" why the public should deal with Mr. N. were considered *seriatim*, and exploded in their turn, and the interview ended by an earnest appeal to Mr. N. to withdraw his admittedly delusive prospectus, to which proposal he declined to assent, inasmuch as he had just had six thousand copies struck off by the printers. The

public must therefore still be gulled in order to save Mr. N. another printer's bill.

No Fees! No Fees!!

The Money Lender, whose advertisement is headed with these striking words, *is* to be interviewed as soon as he has regained his self possession.

The writer appealed to him for the return of a Preliminary Fee paid by an intending borrower without securing an advance—the explanation given was that small fees were charged in "country cases"—and that the caution in the advertisement was "not to part with large bogus fees"—Cheque and bank books were also offered for inspection. The subjoined correspondence ensued :—

PALACE CHAMBERS, WESTMINSTER, S.W.,
23rd JANUARY, 1895.

DEAR SIR,

Your letter does not improve matters. You say now that you are compelled to charge a fee in country cases, but why do you not state it in your advertisement, the chief attraction of which is the words "no fees," twice repeated. You also say that your caution is not to part with large bogus fees. But that is a bogus excuse, for you make no such statement in your advertisement—you merely say that genuine Money Lenders do not require fees. What am I to gather from this?

If you could not have lent the man £100, why did you not offer to lend him something, if only £5, without merely writing him "the loan cannot be granted." This would have shown some excuse for retaining the poor fellow's fee.

I do not want to see your cheque and bank books. You offered to produce a list of 20,000 borrowers, but I know the value to put on such promises.

Could you send me a list of people who have paid you fees without getting advances?

Yours faithfully,
(Signed) THOMAS FARROW.

A. King, Esq.

(Reply).

63, QUEEN VICTORIA STREET, LONDON, E.C.,
23rd JANUARY, 1895.

DEAR SIR,

Your letter of to-day's date is very comic, and it amuses me much to correspond with such an unsophisticated child of nature. "What would be the use of offering a man Five Pounds who applied for One Hundred Pounds"? "If you wanted a chop, would a crumb of bread be accepted?"

As regards negative advertisements, do you for one moment consider the absurdity of your position, that we shall state what we will not do? The *Times*, *Telegraph*, *Standard*, etc., would not contain sufficient space to enumerate your requirements. "The lame, crippled, boot-blacks, coal-heavers, crossing-sweepers, road-scrapers, lamplighters, paupers, gardeners, hop-pickers, fruit gatherers, burglars, pickpockets, drunkards, *fools*, etc., etc."

As regards sending you a list of people who have paid fees and not got any money, it might be done if you will pay the expense of searching over documents that have accumulated during the last seven years.

I should have thought that *Wilberforce's* case must have shown you that your mad attempt to appoint yourself the Supreme Judge, Commander-in-Chief, Lord High Admiral, and King of London, would have been a lesson to you. You would have found me a different man. I should have taken immediate steps against you for *malicious* prosecution.*

Of course, you do not wish to see my cheque and bank books, it would be too convincing of my *bona fides*. You are a pretty beauty to set yourself up as the umpire of London on these lines.

Yours faithfully,
(Signed) A. KING
(For GORING & Co.).

Mr. T. Farrow.

The Money Lender's reply may be taken as a typical illustration of what is in store for the writer, when this book has been perused and digested by the members of that community of which he appears to be a somewhat pugnacious brother. We shall see!

* Mr. Wilberforce has already threatened a horsewhipping!—T.F.

The J—— Bank, Limited, London.

I first called on this Bank to warn them that I should prosecute them under the Companies Act of 1862, in case they did not immediately alter the whole of their advertisements, which, in all parts of the country were being inserted in the names of their recognised Agents, instead of in the name of the Company, as required by law. I had previously compelled their agent at P. to alter his advertisements, and they had also got to hear of me through the successful Government Prosecution (for a similar offence) of the Southern Counties Deposit Bank at Leicester.*

The Secretary of the Bank invited me into his room, treated me with courtesy, and offered to supply me at any time with information. The conversation which took place between us was of a general and desultory nature, and in the end he promised to comply with my requirements. On return to my chambers I repeated my request thus :—

PALACE CHAMBERS,
WESTMINSTER, S.W.,
OCT. 3RD, 1894.

DEAR SIR,

RE COMPANIES' ACT, 1862.

Referring to our conversation I think you had better put in writing the promise you made to me that all your Agents' Advertisements would be withdrawn which do not now contain the *full name of your Company.*

I shall then know against whom I am to proceed in the event of future evasions of the Act.

Yours truly,
(*Signed*) THOMAS FARROW.

———, Esq.

* Appendix II. (1).

To this I obtained the following reply :—

DEAR SIR,

Referring to yours of the 3rd instant, this has been placed before my Directors, and I am instructed to say that they have requested every Agent of this Bank to have its name in every advertisement issued by such Agents. My Directors have been advised that this is quite unnecessary, but as they wish in every way to comply with the law, they prefer to have this done, so that the point you raise may be put beyond doubt.

Yours truly,

Mr. Thomas Farrow.

[FURTHER LETTER.]

OCT. 10TH, 1894.

DEAR SIR,

I have your letter, which, to a certain extent, is satisfactory, but I must point out to you that in the Bristol Press (and I happened to be in that city yesterday) your Agent only places the word "—— Bank" in his advertisements. This, as you are aware, is not sufficient, the word "Limited" being made compulsory by the Companies Act, 1862. Will you see that this alteration is made? If your Directors still think it "quite unnecesssary," and will tell me so, I will to-morrow issue summonses against them and test the matter in a Court of Law.

Yours faithfully,

(Signed) THOMAS FARROW.

[REPLY.]

DEAR SIR,

Referring to yours of the 10th inst., it was an oversight on the part of our Agent not to insert the word "Limited." We had called his attention to the same. The Directors have requested every Agent of this Bank to add its name to any advertisement issued by such Agent.

Yours truly,

There is every reason to believe that in these respects the bank is now fully complying with the terms of the Companies Act.

I subsequently took advantage of the bank's offer of information in regard to one or two cases which had come under my notice ; one of my questions being, "Who is the

Rev. Mr. D.?" This was evidently a nasty query, for it immediately brought down Mr. L., the manager of the bank. I must explain this matter in some detail.

A Nonconformist minister was caught by the following advertisement in the "Freeman," a Baptist newspaper:—

> TO MINISTERS REQUIRING TEMPORARY AID.
>
> A MINISTER having made special terms with a London Bank for ADVANCES TO MINISTERS, will be glad to forward information on receipt of stamped addressed envelopes.—CLERICUS, Mansion House Chambers, Queen Victoria Street, E.C.

The minister answered the advertisement, but his application was not attended to immediately, so he wrote to "Clericus" a second time, and the result was a printed form of the J—— Bank, and the following letter from the Rev. Mr. D.:—

MY DEAR SIR,

Yours of yesterday is this morning to hand.

Your application of the 29th ult., I duly placed same day in the hands of the bank. Then personally the matter is transferred from myself for the bank to negociate the arrangements.

I shall this day further take in your letter of this day for addition directions *(sic)*.

I shall feel a great pleasure in doing my utmost to further your requirements—with kind regards and praying you every success in the great solemnities and vast responsibilities of your ministry.

I remain, dear Sir,

Yours very respectfully,

The Revd.————. (Rev.) Wm. D————.

Could hypocrisy go further? And what can be said of a bank which stoops to such methods of touting for business. It seems hardly conceivable that a minister of the gospel should resort to such knavery and deception.

The first result of it, however, was a loan of £25, with £7 interest added, repayable by four quarterly instalments of £8, and later on further heavy payments.

I told both manager and secretary that the Rev. Mr. D—— was a humbug and a scoundrel, and deserved to be held up to public execration.

This bank seems to lay itself out specially to catch clergymen and ministers, and circularises them to death; but they were themselves caught recently by a minister whom they wanted to charge 40 per cent. interest, but who was offered it at 5 *per cent. per annum*, on his threatening to send the correspondence to the Press!

The country is flooded with these circulars, the Bank having agents actively at work at Bath, Bristol, Canterbury, Chatham, Chester, Croydon, Dover, Folkestone, Liverpool, Maidstone, Newcastle, Norwich, Nottingham, Oxford, Portsmouth, Sheffield, Stockton, Swindon, and in nearly every important town in England. Not only does the Bank issue special circulars to clergymen and ministers, but it also issues a "Special Circular" to tradesmen and others requiring financial assistance for developing business or other purposes.

It tells them, "that it has advanced more than a quarter of a million of money and has nearly three thousand customers, many of whom have been so for years, and that it has lent money to many thousands of people, and letters of gratitude for timely help received have without solicitation been given."

Complaints, however, have reached me from various quarters which do not tend to show that much mercy is

bestowed upon its clients; while the letters which are written from the bank to its numerous borrowers, especially when they are in default, are often of an insulting nature.

The bank also levies fines upon its customers, and there is no telling what extortions are practised upon borrowers in the country who appear to be under the control of the agents of the bank.

One of my informants stated to me that the Manager had informed him that his object was to lend small sums "in order to sell up homes." This seemed a very strong assertion, and in the manager's defence it may be urged that at a later interview he produced to me certain slips cut from the instructions to his agents, which certainly went to prove that such harsh steps were not really taken by the bank without good reason. Putting this point to my informant, he suggested that those slips must have been printed for the occasion, and that the manager had made it known that he had "quieted me" very well on the point. Thereupon I wrote to the bank and asked to see the whole print of the instructions to agents. This request has never been complied with, and I am bound to assume that in those paragraphs which have been refused sight to me, there are "instructions" which would not have given me a favourable impression.

At a final interview with the manager he complained that he could not be always coming down to see me, whereupon I reminded him that I was not anxious for interviews; that he had offered to give me information, and had come down at times without solicitation on my part.

I certainly intended to expose the system which was

carried on by the bank, and my action in that respect would in no way be modified by the great courtesy which he and his secretary had been good enough to extend to me.

Such interviews as these have taken place with many Money Lenders—they call instead of answering my letters; they call when I tell them no good can come from an interview; they call on the slightest provocation, and the excuse may possibly be found in one of these two things:—(*a*) to find out what I know about them; or (*b*) to secure my sympathy and tolerance.

At any rate, I have striven to keep those ideas well in mind, which may account for the fact that the usurer has gone away without receiving much consolation.

Chapter VI.

Extent and Profits of the Trap.

AT this point the reader may be glad of some details in respect of the extensiveness and profitable nature of the system of usury now being carried on by Limited Loan Companies, "Banks," "Private Gentlemen," and "Ladies of means." That the business is conducted upon a large scale will be gathered from the fact that the number of Bills of Sale registered in England alone, averages 9,400 per annum, 650 per annum standing in the names of Agriculturists, and the major part of the whole number being given to usurers.

In illustration of the latter fact it may be stated that of the Bills of Sale registered in 1894 no less than 2,657 were given to London Money Lenders alone. Of this number :—

The London and Westminster Loan Company Limited - - - -	took	536
The Equitable Investment Company Limited	,,	250
Mr. James F. Townend - - - - -	,,	188
Messrs. Lodge and Harper Limited - -	,,	202
The Metropolitan Credit Company Limited -	,,	152
The Charing Cross Bank - - - - -	,,	132

The Central Advance and Discount Corporation	took	183
Mr. Henry Diprose	„	155
Mr. Wilfred Wilberforce*	„	226
Bevan and Co. (T. R. Murray)	„	122
Mr. Thomas Fairhead	„	91
Discount Banking Company of England and Wales Limited	„	95
Messrs. Lloyd and Lovett	„	78
Mr. William Smith	„	93
Alliance Deposit Company Limited (H. Dunbar Thomas, auctioneer)	„	91
Messrs. Hollingsworth and Co. (auctioneers)	„	91
County of London Finance Company Limited	„	52
Mutual Loan Fund Association	„	54
London and County Advance Company Limited	„	48
Union Deposit Bank	„	39
George J. Shipway (Real and Personal Advance Company Limited)	„	37
J. S. Fielding and Co. Limited	„	39

So far as Ireland is concerned, 1,118 Bills of Sale have been registered during the past three years. In 1891, for instance, the total number of Bills of Sale registered in Ireland was 391, and of them 182 were given by farmers and dairymen; in 1892, the total was 376, of which 174 were given by farmers and dairymen; in 1893, the corresponding figures were 351 and 163 respectively; for the first eight months of 1894 the Bills of Sale numbered 226, of which 84 were given by farmers and dairymen.

* This individual advertises "No Bills of Sale required!"—T.F.

Thus fifty per cent of Money Lenders' or other Bills of Sale stand in the name of Irish farmers.

The Bills of Sale Act does not apply to Scotland. In that country the goods to be charged must be delivered to and placed in the possession of the Money Lender.

As a further proof of the extent of the system of usury, it may be mentioned that a sixty per cent. money lending concern operating in agricultural districts has, during the past six years, taken 2,686 Bills of Sale. In seven months of 1894 they took 360 Bills of Sale, of which number 215 were for the minimum sum allowed by the Act viz., £30, and of these latter, 105 stand in the names of small farmers and dairymen.

These figures, however, give no adequate idea of the extent of the system ; indeed they supply but a very faint record of the money-lending business.

The opportunity for borrowing is made easy for most people by means of "Simple note of hand," a method which of course secures the privacy which is impossible under Bills of Sale. Lending on the strength of the *Promissory Note* is a great feature of the usurer's business. And there is but little doubt, that if we could only obtain a correct estimate of all transactions of this nature, it would be appalling in its extent.

Unfortunately, for our present purposes there is no record, nor indeed can even an approximate calculation be made. And yet we have certain, and in some cases, infallible, indications in this direction.

One London Loan Bank professes to conduct its

business mainly on the promissory note system. It announces, by way of attraction, that "Advances are made without deduction, for short or long periods, in any part of England or Wales, from £20 to £2,000, on simple promissory note alone, without Bill of Sale or any publicity," and this is followed by the announcement, that "During the last twelve years advances have exceeded £1,280,000." In other words over one hundred thousand pounds per annum have gone to its needy clients.

Another Loan Company, who make the adoption of the Promissory Note the chief feature of their business, asserts that nearly "£1,000,000 have been lent by them within the past few years."

A "Bank" which undoubtedly does an enormous business in all parts of the kingdom, states in its prospectus "that it was opened in 1875 as the first and only bank established for the purpose of affording temporary cash accommodation on borrower's note of hand alone," and declares that it advances more money upon promissory notes than any other five loan banks put together."

Another loan office, having a staff which comprises a manager, secretary and 23 clerks, states that "during the last 12 years a large and increasing business has been conducted—in the first year it 'accommodated' 204 persons, now it possesses upwards of 3,000 customers, a large proportion of whom are clergymen and ministers.

A Money Lending firm in Queen Victoria Street state "that they can, if necessary, bring forward 20,000 borrowers."

But yet another proof of the extensiveness of the

system is to be found in the fact that nearly every newspaper and magazine in the United Kingdom contains long strings of such announcements as are set out in the first chapter of this volume.

Two prominent London newspapers insert in their columns yearly upwards of 18,000 money lenders' advertisements. From this latter fact alone we obtain a glimpse of both the rivalry and extent of the business, and are enabled to form an idea of the vastness of the machinery, when it is remembered that there are published annually in the United Kingdom something like 4,500 newspapers and magazines. Many of these advertisements are very costly, and involve the Money Lender in many thousands of pounds per annum ; others are cheaper, being paid for in advance at a special contract rate. In country districts the price per insertion varies from one penny (or less) to sixpence.

The writer knows of a test advertisement offering money at 10 per cent. per annum, which appeared in four London papers, for one day only, and in response the advertiser obtained 283 replies. To three advertisements in a weekly journal, largely read by the working classes, 450 applications for money were received. At many London loan offices—especially on "pay days"—streams of people may be observed going in and out, and on Mondays at a certain "bank" in an agricultural district the scene reminds one of an East End pawnshop—so great is the crowd of customers.

So far as Ireland is concerned, the extent of the system is thus described by a writer in the Irish Press :—

"It is the poverty of the farmer which produces and sustains the usurer, just as worms are bred in and fattened on putrefying meat. Fully one-third of the struggling farmers of the parish in which he resides are in his debt for money advanced to buy seeds, &c., for which he charges cent. per cent. interest. The "Gombeen man" generally manages to keep on the safe side, for he knows how every one of his debtors stands, as though he stood up in their own trousers (which eventually he manages to do), he knows the value of their crops and live stocks, what one gets for his oats at the last market, what another gets for his calves at the spring market, what another obtained for his calves at the fair, and the money which they have received for their sales is hardly warm in their breeches pockets when the usurer dips his avaricious paw down. He is feared by those in his power and hated by all."

But the scope and results of the Gombeen system may best be gathered from the brilliant articles in the "New Ireland Review." contributed in 1894 by the Reverend T. A. Finlay, S. J. Extracts are here reproduced :—

"Unhappily, we have too much reason to fear that the operations of the Usurer among the agricultural and industrial classes *are widespread and ruinous in Ireland.* There are few rural districts in which the Gombeen man is unknown. It has been argued that our Irish banks deal so liberally with the borrowers of small sums, that it is so easy to obtain advances, on reasonable terms, from the branches of the legitimate banking institutions which are multiplied over the country, that there can be no excuse for a recourse to the Gombeen man.

"In these matters it is useless to argue *a priori*. There, argument is proverbially worthless against fact; and the fact is, in spite of all these banking facilities the Usurer exists, and thrives upon the ruin of his neighbours.

"The mere appearance in our Metropolitan and Provincial newspapers of columns of costly advertisements, offering loans of money outside the sphere of ordinary banking transactions, is proof that there is a large business done in this direction. People do not advertise largely and compete with one another at much cost in a field of investment where there is no business or little business to be done.

"Again, there are the exposures which take place in the Law Courts, from time to time, to indicate how widespread is the evil of Usury, and how disastrous. It is for the interests of the Usurer to avoid the publicity of the Courts as far as possible—to have as little as possible of the light of judicial investigation cast upon his proceedings. Nevertheless, he must sometimes come into court. At times he must apply to the law for help to despoil his victim, and in making this application he runs the risk of exposure. He will often escape, no doubt, so often indeed that he is likely to grow over bold in the end. His debtors are usually broken and spiritless men—there is nothing which more effectually crushes out manliness of the spirit than the grasp of the Usurer—and they rarely have enough courage left them to face him in open Court. When he sues them the suit will be undefended, and a decree will be given for the amount claimed, without comment from the Court.

"Occasionally, however, things do not run their course

so smoothly. Some debtor has enough rigour of character left him to defend himself at law, and then the Court and the public are enlightened as to the nature of the lending transactions in which the beneficent owners of certain money-offices engage.

"The Court and the public are duly shocked at the revelation; the presiding judge is severe upon the iniquitous ways of the Usurer, and goes as far as the law allows him to save the struggling victim from his clutches. But the indignation of the Bench and the public passes away in time, the strictures of the judge are forgotten, and the Usurer plies his calling without hindrance till a new scandal rouses again a momentary attention.

"These devices for the plunder of the Irish farmer, whether employed by Christian or Jew, are pernicious enough in all conscience, *and to them much of the ruin which has fallen upon Irish homesteads may be traced.*

"But they do not, I would venture to assert, represent the most dangerous form of Usury which our Irish farmers have to dread. The Gombeen man, Hebrew or Celtic, is, frankly and undisguisedly a Usurer; he charges his 60 per cent., or his 200, or his 2,000 per cent., candidly and unequivocally; with a little knowledge of arithmetic, the borrower can ascertain exactly how he is dealt with.

"There is another Usurer, who plies his business much more insidiously, and whose operations are certainly not less fatal to the unhappy agricultural debtors. I mean the shop-keeper turned Usurer.

"In many provincial towns in Ireland considerable fortunes are amassed by the methods he adopts. Shop-

keepers who have begun business with a very slender capital, or with no capital at all, are found to have become wealthy men in twenty or twenty-five years; and among their assets are reckoned two, three, four, or more farms formerly in the hands of some of their leading customers. The customers have disappeared, have emigrated to America, or "gone to the wall" at home.

"If the inner history of their misfortune were laid bare, it would in many cases be found to consist of a series of iniquitious money transactions.

"The system of agricultural finance, to which the humbler and weaker class of borrowers are obliged to recur, *is essentially vicious, a social danger, and something of a public scandal.* It is the duty of all who have the interests of the agricultural classes at heart, to protect them against its iniquities."

But the chief point to be considered is, that the system is not only extensive, but highly remunerative. Of this there cannot be the slightest doubt, the money lender's cry of "bad debts," notwithstanding. As instances take the following:—

One well-known Company, whose loans are usually granted to small shop-keepers, mechanics, and labourers, write thus to a would-be depositor:—"Our Company has now been established for a number of years. It began in a small way and has grown to the present proportions. Our net profits this year will be over £3,000, and our applicants are increasing beyond our means to meet them. The following figures, taken from our books, will give you an idea of the increase:—

	Loans.		Profits.
1890 ...	£12,860	...	£1,336
1891 ...	£13,410	...	£1,501
1892 ...	£17,562	...	£1,730
1893 ...	£19,006	...	£2,231
1894 (½ year)	£11,721	...	£1,698.'

Again, the Charing Cross Bank gives to depositors 5 per cent. to 8 per cent. interest according to the terms of notice of withdrawal, while the terminal annuity deposit bonds of the bank pay nearly 10 per cent. interest, and these, in the opinion of the proprietors, "form one of the safest and best investments for money of the present day."

The Carlton Bank Limited, according to the annual report for 1893, lent upwards of £33,000 during that year and paid 6 per cent. interest on the preferred shares with a bonus of one and a half per cent.; while 25 per cent. was paid on the deferred shares, with an additional bonus of 10 per cent., free of Income Tax.

The Holborn Advance and Deposit Bank also offers, by advertisement in the Daily press, £2 per month interest on each deposit of £100. In reply to an enquiry, the manager of this bank says, "The rate of interest or charge on re-investments is sufficiently high to leave us a good margin of profit, or else, of course, we could not afford to pay such a high rate as 24 per cent. As we have had a number of years' experience in money lending and financial matters of all kinds, we run no risk whatever, and exercise particular care that our advances are made to responsible men in good position only, and so avoid any risk of incurring a bad or doubtful debt."

The Eastern Counties Investment Association Limited, of Norwich, who confine their loans to clerks and tradesmen, have paid dividends and profits of 10 per cent. to ordinary shareholders, four-tenths net profit to the founders, one-tenth net profit to the shareholders.

The London and Universal Bank, Limited, has an authorised capital of £1,000,000—a subscribed capital of £300,000, in 15,000 shares of £20 each. Its paid-up capital is £150,000, and uncalled capital £150,000. The present loans on Bills of Exchange and advances made to customers on securities amount to £118,698.

The dividends paid in 1891 and 1892 respectively were at the rate of 11 and 12 per cent. per annum, and, although the rate was reduced to 3 per cent. for the first half of the year 1894, and no dividend paid at all for the latter half, the Directors explain that the result was chiefly due to the fact that the Auditor insisted upon all doubtful debts being treated as bad, and made good out of profits and the reserve fund.* It is also stated that the amount of the business done by the Bank during the last half-year amounted to more than double that done during the first six months of the year.

In order to show the extent of a concern which adds Banking to Money-lending, and is held by some to entitle it, with four similar institutions, to a place in the list of London Banks in "The Stationers' Almanack" for 1895, its balance-sheet for 1894 is here reproduced in extenso.

It is a study in finance, and on this occasion is presented without comment :—

* Now nil.—T.F.

London & Universal

BALANCE SHEET,

Dr.

To Capital :— LIABILITIES.

Authorised.

		£ s. d.
50,000 Shares of **£20** each	**£1,000,000**	
Issued.		
15,000 Shares, **£10** called up		150,000 0 0
,, Current, Deposit, and other Accounts		56,187 6 3
,, Loans on Securities and Bills discounted		29,806 0 0
,, Liability on Endorsement	**£2,000**	
		£235,993 6 3

PROFIT AND LOSS ACCOUNT for

	£ s. d.
To Expenses, including Salaries, Rent, Rates and Taxes, Remuneration to Directors and Auditors, and all other Charges	6,525 2 7
,, Interest paid upon Deposits	3,351 8 8
,, Interest on Bills discounted	1,651 11 1
,, Rebate on Bills	1,312 10 6
,, Bad Debts written off	6,100 1 7
,, Reserve for Doubtful Debts	14,032 15 6
	£32,973 9 11

J. W. CAMPBELL, Maj.-Gen.,
R. A. BRUTTON,
A. S. COCHRANE,
} *Directors.*

WILLIAM JOHN COCKS, *Manager.*

Bank, Limited.

31st December, 1894.

Cr.

ASSETS.

	£ s. d.	£ s. d.
By Bills of Exchange and Advances made to Customers on Securities	118,698 0 9	
Less Reserve for Doubtful Debts	14,032 15 6	
		104,665 5 3
,, Investments :—		
In English Railway and other Companies		11,889 18 4
,, Bank Premises, Furniture, Fittings, and Goodwill		103,941 17 2
,, Stock of Stamps, Stationery, &c.		299 0 0
,, Cash in Hand, and at Call	5,189 12 2	
,, Foreign Money taken at the rate of exchange of the day	492 10 4	
		5,682 2 6
,, Profit and Loss :—		
Loss for the year ending 31st December, 1894, as per Account	17,265 3 0	
Deduct—		
Transfer from Reserve .. £10,000 0 0		
Less Interim Dividend for year 1894 .. .. .. 2,250 0 0		
	7,750 0 0	
		9,515 3 0
		£235,993 6 3

the year ending 31st December, 1894.

	£ s. d.
By Balance brought forward	1,035 13 6
,, Gross Profit, including Interest and Investments	14,672 13 5
,, Balance, Loss, including Amounts written off for Bad and Doubtful Debts	17,265 3 0
	£32,973 9 11

AUDITOR'S REPORT.

I certify that I have verified the correctness of the Cash Balances, Investments, and Bills of Exchange as shown by the above Balance Sheet, and that they agree with the Books, and I also state that I have examined the Balance Sheet and Profit and Loss Account with the Books and Accounts of the Bank, and beg to report that in my opinion they are properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as at present known.

ERNEST E. BAGGS, *Chartered Accountant.*

January 11th, 1895.

Messrs. Usher & Co., Limited, the well known financiers of Swansea, in a pamphlet entitled "How can I invest my money?" state that, after 16 years of vast experience in the money lending business, during which time they have done business with thousands of people, they know that they can, with perfect safety, pay depositors 7 to 8 per cent., and then make a further 10 to 12 per cent. on the depositors' money for themselves. The following figures have been taken from the certified balance sheets of the Company for four years and nine months' trading:—

	£	s.	d.
Capital	15,000	0	0
Gross Profits	34,760	0	0
Working Expenses, Losses, &c.	22,822	3	0
Net Profits... ...	£11,938	7	1

The lists of shareholders and depositors in these and other Loan Offices would interest, if not startle, those who peruse them. One office has upon its directorate and long roll of shareholders:—two peers, three baronets, a missionary, nine church of England clergymen, a Roman catholic priest, six nonconformist ministers, officers of the army and navy, bankers, doctors, solicitors, school masters and mistresses, policemen, married ladies, widows, and spinsters.

The foregoing details will, to some extent, help the reader to understand why it is that the money lender can usually afford to live in splendour and impose himself upon Society. In the next chapter the fact will be made more apparent.

CHAPTER VII.

Cost of Captivity.

IT would be well here to set out a list of certain London and Provincial Money Lenders with the rates of interest which have been charged by them upon the security of Bills of Sale. In order that there may be no doubt upon the question of interest the writer may explain that the accompanying details have been taken from actual Bills of Sale registered at the Law Courts. It will be seen that some of the Usurers prefer to state their interest at five per cent. per month, while others do not hesitate to disclose the fact that they are lending money at from 60 to 170 per cent. per annum. Under the designation of "Banks" and "Companies" a few old advertising friends will be recognised:—

LIST OF MONEY LENDERS

With Rates of Interest charged on Bills of Sale.

Name.	*Rate of Interest.*
James Frederick Townend (trading as the "Strand Bank" and "Pall Mall Bank," London; "National Mercantile Bank," Bristol; Provincial Credit Bank, Leeds; Union Bank of Birmingham; City and County Bank, Manchester, and elsewhere)..	60 per cent, per ann.
Alliance Deposit and Investment Co., Limited, 11, Hills Place, Oxford Circus. F. D. Thomas, Auctioneer, Managing Director	5 ,, ,, per month.

LIST OF MONEY LENDERS—Continued.

Name.	*Rate of Interest.*
Fred. Dunbar Thomas (trading as John Edgar, 23, St. Mary's Road, Willesden, Financial Agent)	5 per cent. per month.
Ditto (trading as Alfred Milner, 23, York Place, Portman Square, Financial Agent)..	5 ,, ,, ,, ,,
Edwin Frank O'Toole (trading as Edwin Franks), 28, Glasshouse Street, Regent Street	100 ,, ,, ,, ann
Joseph Fineberg, Melville Chambers, 50a, Lord Street, Liverpool	5 ,, ,, per month.
Hyman Woolf Phillips (trading as A. Cavendish and Co.), of Brighton and Woolwich	60 ,, ,, ,, ann.
South Western Investment and Advance Co., Limited, 85, Eland Road, Lavender Hill, S.W.	60 ,, ,, ,, ,,
Elizabeth Darlow, 41, Duke Street, Southport	130 ,, ,, ,, ,,
Charles James Knightly (trading as Imperial Deposit Bank, 18, Adam Street, Strand)	60 ,, ,, ,, ,,
Joseph Brown, 332, Camden Road, Holloway, and Bedford Row, W.C.	60 ,, ,, ,, ,,
Jonas Boothroyd, 6, King Street, Huddersfield, Accountant, etc.	60 ,, ,, ,, ,,
Yorkshire Discount Co., Limited, 15 New Street, York ..	10d. in the £ ,, month.
Augustus Fisher and Fitzroy Fisher Stanhope, 16, Finsbury Circus, E.C.	60 per cent. per ann
Thomas Fairhead, 197, South Lambeth Road, S.W. ..	60 ,, ,, ,, ,
Henry Diprose, 4. Camberwell New Road, S.E.	60 ,, ,, ,, ,,
Wiliam James and Edward Hollingsworth, 13, Holborn, Auctioneers	60 ,, ,, ,, ,,
Lodge and Harper, Limited, 87, High Street, Kingsland, and 138, St. John's Street Road, E.C.	60 ,, ,, ,, ,,
Henry Trowbridge Pockett (trading as Henry Trowbridge and Wilfrid Wilberforce, 11, Stroud Green Road)	60 ,, ,, ,, ,,
Equitable Investment Co., Limited (Henry Tyler, Managing Director), 110, Cannon Street, E.C.	60 ,, ,, ,, ,,
Maurice Collins, 15, Bridge Avenue, Hammersmith ..	60 ,, ,, ,, ,,
Alfred W. Carpenter (trading as the Charing Cross Bank), 28, Bedford Street, W.C.	60 ,, ,, ,, ,,
Charles Edward Percy Pipe (trading as Bevan and Co., 9, Buckingham Street, Strand); also as T. R. Murray, Lavender Sweep, Clapham Junction	60 ,, ,, ,, ,,

LIST OF MONEY LENDERS—Continued.

Name.	*Rate of Interest.*
Louis Marcussen, 6, London Road, Southwark, S.E. ..	60 per cent. per ann.
Wm. Smith, 1, Laurence Pountney Hill, Cannon Street, E.C.	60 „ „ „ „
J. S. Fielding Co., Limited, The Hayes Buildings, The Hayes, Cardiff, and 36, Southampton Row, W.C. ..	60 „ „ „ „
Southern Counties Deposit Bank, Limited, of Brighton, Bristol and Leicester..	5 „ „ „ month.
Joseph Robey and Benjamin Charles Johnson (trading as The County of London Finance Co.) 66, Finsbury Pavement, E.C.	60 „ „ „ ann.
Abraham Nenberg, 81, Westgate Road, Newcastle-on-Tyne	60 „ „ „ „
Lloyd and Lovett, 8 and 9, Martin's Lane, Cannon Street, E.C.	60 „ „ „ „
Harry Vince Long (trading as Walter Barclay), 10, Adam Street, Strand	60 „ „ „ „
John Edwards (trading as the "Union Deposit Bank," 77, King William Street, Strand)	120 „ „ „ „ (paybl. mth. after date)
Josiah Isaacs and Isaac Abrahams (trading as Bedfordshire Loan Co.), 9, Castle Lane, Bedford ; 11, Stuart Street, Luton ; 69, Regent Street, Cambridge ; and 22, Princes Street, Watford	60 per cent. per ann
James B. Evans, 1, Hudson's Buildings, Pimlico	60 „ „ „ „
Wm. Usher, 14, Picton Place, Swansea, Financier ..	60 „ „ „ „
The Discount Banking Company of England and Wales (formerly Lewis Simmons) Duncannon Street, Charing Cross	60 „ „ „ „
The Carlton Bank, Limited, 38, Finsbury Pavement, E.C.	1s. in £ per month.
Thos. Hammond (otherwise Bornaris), 19. Craven Street, Strand, Mortgage Broker	60 per cent. per ann.
Benjamin Blaberg, 189, Wardour Street, W. (Bill Discounter)..	60 „ „ „ „
Septimus Clarence Joyce and Co., 7. Union Court, Old Broad Street, E.C.	60 „ „ „ „
John Walter Hasler (trading as J. W. Hughes Griffithes). 106, Grandison Road, Clapham Common, S.W. ..	5 „ „ „ month.
Swansea Finance Co., Limited, 16, Goat Street, Swansea (Financiers)	60 „ „ „ ann.
Walter Hubbard, 15, Claremont, Hastings..	60 „ „ „ „

United Loan and Discount Association, Limited, Small Street Court, Bristol .. .. 5 per cent. per month.
The Prudential Deposit Bank, Limited (C. B. Rutherford, Secretary) .. .. 60 „ „ „ ann.
London and Universal Bank, Limited .. .. 11d. in £ per month.
George Diprose, 148, Victoria Street, Pimlico .. .. 123 per cent. per ann.
Ditto .. .. 170 „ „ „ „

This is one portion of the Cost of Captivity, assuming the borrower ventures to give as security to the Money Lender a bill of sale upon his furniture and effects.

But, strange to relate, the accommodation becomes more costly when the borrower attempts to *repay* his loan. It is possible to show that by a certain system the debt itself is increased as each instalment is paid. At any rate, and this remark applies more particularly to money-lenders who prefer to tell their clients that they are paying interest at the rate of five per cent. per month rather than 60 per cent. per annum, the deception which is practised upon borrowers is both gross and iniquitous.

The writer will give a concrete illustration of the way in which the matter works out, by describing the case of a borrower upon whom he recently called at Southsea. He found that she had trusted to the tender mercies of a Deposit Bank to the extent of £30. The loan had been contracted five months previously, and according to the terms of the Bill of Sale, the borrower should have paid off in that period £10 principal with the interest each month, but as the amount of interest was not specifically mentioned, the clause running "By monthly payments of £2, together with interest at the rate of 5 per cent. per month," the borrower could not be supposed to calculate the interest, more especially as the principal lessened itself

monthly by repayments. She had therefore sent up to the Bank each month for five months the sum mentioned in the bill of sale, viz. £2. The Manager of the Deposit Bank, as was his custom, sent receipts for each £2, merely describing them as payments "on account of loan," and in no way intimating to the borrower that she should have sent up interest as well. The writer asked her how much she had paid back, and got the reply "£10," whereupon he pointed out that she had only refunded £2 15s. 3d., while the other had been pocketed by the bank for interest.

What was done in this case, and the plan is almost universally adopted by loan mongers, was that upon the instalment of £2 being received by the bank, the interest, viz., 30s. was quietly appropriated, and the balance of 10s. deducted from the principal. Thus for the next month the loan would stand at £29 10s., and of the £2 then sent, 29s. would be kept for interest and 11s. struck off the principal. At the end of five months, therefore, £2 15s. 3d. had been paid off the principal, while £7 4s. 9d. had been seized for interest. The poor woman was, of course, completely stupefied, and determined to immediately pay off the loan, when to her greater surprise she found that £37 6s. 9d. was still required to completely satisfy the usurer's hungry cravings! The working of the arrangement will best be seen from the following statement, as supplied by the Manager of the Bank :—

1894.		£ s. d.	£ s. d.
5th April.	TO AMOUNT ADVANCED ON BILL OF SALE		30 0 0
8th May.	By Cash	2 0 0	
	Less Interest on £30 for one month ..	1 10 0	0 10 0
	Carried forward		29 10 0

	Brought forward						£29	10	0
7th June.	By Cash	2	0	0					
	Less Interest on £29 10s. for one month ..	1	9	6			0	10	6
							28	19	6
9th July.	By Cash	2	0	0					
	Less Interest on £28 19s. 6d. for one month	1	9	0			0	11	0
							28	8	6
8th Aug.	By Cash	2	0	0					
	Less Interest on £28 6s. 8d. for one month	1	8	6			0	11	6
							27	17	0
5th Sept.	By Cash	2	0	0					
	Less Interest on £27 17s. for one month ..	1	7	9			0	12	3
							27	4	9
5th Oct.	To one month's interest on £27 4s. 9d. ..				..	..	1	7	3
5th Nov.	,, ,, £25 4s. 9d. ..				..	..	1	5	3
5th Dec.	,, ,, £23 4s. 9d. ..				..	..	1	3	3
1895.									
5th Jan.	,, ,, £21 4s. 9d. ..				..	..	1	1	3
5th Feb.	,, ,, £19 4s. 9d. ..				..	..	0	19	3
5th March.	,, ,, £17 4s. 9d. ..				..	..	0	17	3
5th April.	,, ,, £15 4s. 9d. ..				..	..	0	15	3
5th May.	,, ,, £13 4s. 9d. ..				..	..	0	13	3
5th June	,, ,, £11 4s. 9d. ..				..	..	0	11	3
5th July.	,, ,, £9 4s. 9d. ..				..	..	0	9	3
5th Aug.	,, ,, £7 4s. 9d. ..				..	..	0	7	3
5th Sept.	,, ,, £5 4s. 9d. ..				..	..	0	5	3
5th Oct.	,, ,, £3 4s. 9d. ..				..	..	0	3	3
5th Nov.	,, ,, £1 4s. 9d. ..				..	..	0	1	3
							£37	4	3
	Fire Insurance Premium ..						0	2	6
	Balance owing						£37	6	9

The appended table will further illustrate this deceptive method of appropriating interest. It has been supplied to the writer by the ex-Manager of a Deposit Bank where the plan is in constant operation. The borrower (a farmer) was informed that the interest upon £30 would amount to about £6, and he would be able to pay off the loan in eighteen months, although the usurer knew that he was

lending the money at 5 per cent. per month interest, and that it would take 29 months to pay it off! The interest alone on £30, repaid in this way, amounts to £26 18s. 6d.

	£	s.	d.
To *ADVANCE ON BILL OF SALE*	30	0	0
„ January 31st—One month's interest at 5 per cent. per month ..	1	10	0
	31	10	0
By February 1st—Cash received	2	0	0
	29	10	0
To February 28th—One month's interest at 5 per cent. per month ..	1	9	6
	30	19	6
By March 1st—Cash received	2	0	0
	28	19	6
To March 31st—One month's interest at 5 per cent. per month ..	1	9	0
	30	8	6
By April 1st—Cash received..	2	0	0
	28	8	6
To April 30th—One month's interest at 5 per cent per month.. ..	1	8	6
	29	17	0
By May 1st—Cash received	2	0	0
	27	17	0
To May 31st—One month's interest at 5 per cent. per month.. ..	1	8	0
	29	5	0
By June 1st—Cash received	2	0	0
	27	5	0
To June 30th—One month's interest at 5 per cent. per month.. ..	1	7	3
	28	12	3
By July 1st—Cash received	2	0	0
	26	12	3
To July 31st—One month's interest at 5 per cent. per month	1	6	9
	27	19	0
By August 1st—Cash received	2	0	0
	25	19	0
To August 31st—One month's interest at 5 per cent. per month ..	1	6	0
	27	5	0
By September 1st—Cash received	2	0	0
Carried forward	25	5	0

	£	s.	d.
Brought forward	25	5	0
To September 30th—One month's interest at 5 per cent. per month ..	1	5	3
	26	10	3
By October 1st—Cash received	2	0	0
	24	10	3
To October 31st—One month's interest at 5 per cent. per month ..	1	4	6
	25	14	9
By November 1st—Cash received	2	0	0
	23	14	9
To November 30th—One month's interest at 5 per cent. per month ..	1	3	9
	24	18	6
By December 1st.—Cash received	2	0	0
	22	18	6
To December 31st.—One month's interest at 5 per cent. per month ..	1	3	0
	24	1	6
By January 1st—Cash received	2	0	0
	22	1	6
To January 31st—One month's interest at 5 per cent. per month ..	1	2	0
	23	3	6
By February 1st—Cash received	2	0	0
	21	3	6
To February 28th—One month's interest at 5 per cent. per month ..	1	1	3
	22	4	9
By March 1st—Cash received	2	0	0
	20	4	9
To March 31st—One month's interest at 5 per cent. per month ..	1	0	3
	21	5	0
By April 1st—Cash received	2	0	0
	19	5	0
To April 30th—One month's interest at 5 per cent. per month ..	0	19	0
	20	4	0
By May 1st—Cash received	2	0	0
	18	4	0
To May 31st—One month's interest at 5 per cent. per month	0	18	3
	19	2	3
By June 1st—Cash received	2	0	0
	17	2	3
To June 30th—One month's interest at 5 per cent. per month	0	17	3
Carried forward	17	19	6

	£	s.	d.
Brought forward	17	19	6
By July 1st—Cash received	2	0	0
	15	19	6
To July 31st—One month's interest at 5 per cent. per month	0	16	0
	16	15	6
By August 1st—Cash received	2	0	0
	14	15	9
To August 31st—One month's interest at 5 per cent. per month ..	0	14	9
	15	10	3
By September 1st—Cash received	2	0	0
	13	10	3
To September 30th—One month's interest at 5 per cent. per month ..	0	13	6
	14	3	9
By October 1st—Cash received	2	0	0
	12	3	9
To October 31st—One month's interest at 5 per cent. per month ..	0	12	3
	12	16	0
By November 1st—Cash received	2	0	0
	10	16	0
To November 30th—One month's interest at 5 per cent. per month ..	0	10	9
	11	6	9
By December 1st—Cash received	2	0	0
	9	6	9
To December 31st—One month's interest at 5 per cent. per month ..	0	9	6
	9	16	3
By January 1st—Cash received	2	0	0
	7	16	3
To January 31st—One month's interest at 5 per cent. per month ..	0	7	9
	8	4	0
By February 1st—Cash received	2	0	0
	6	4	0
To February 28th—One month's interest at 5 per cent. per month ..	0	6	3
	6	10	3
By March 1st—Cash received	2	0	0
	4	10	3
To March 31st—One month's interest at 5 per cent. per month ..	0	4	6
	4	14	9
By April 1st—Cash received	2	0	0
Carried forward	2	14	9

	£	s.	d.
Brought forward	2	15	0
To April 30th—One month's interest at 5 per cent. per month.. ..	0	2	9
	2	17	6
By May 1st—Cash received	2	0	0
	0	17	6
To May 31st—One month's interest at 5 per cent. per month	0	0	9
	0	18	3
By June 1st—Cash received (in settlement)	0	18	3

Unfortunately, these plans, of appropriating interest and of demanding the whole of it in advance in the event of early repayment of a loan, have been legalised by certain judicial decisions—surely, a defect in the law, demanding remedy.

The borrower is put to further expense in case he does not comply with the demand of the loan office to produce his rent receipts within 7 or 14 days of their becoming due.* The landlord may be, and generally is, willing to wait for his rent, but the unscrupulous Money Lender objects to anything in the shape of leniency, and puts a man in possession, charging the usual levy fees and costs, coupled with the threat to sell at the expiration of the stipulated five days. If, however, he is of opinion that the borrower's furniture would not, under a forced sale, realise the amount lent upon them, he is pleased to worry him after each quarter day by putting in a bailiff either until the rent receipt is produced, or for two or three days, upon being paid a levy fee and other expenses.

A livery stable keeper with a Bill of Sale for £1,000 upon his effects, had to pay a levy fee of £50 in these circumstances. A working man writes appealingly to know whether large sums can be legally demanded from him each quarter,

* Appendix I (F).

and the writer has had to reply that the law permits it, and there is no redress.

In the case of another Bill of Sale holder, which clearly shows how difficult it is for a man to escape who once gets into the usurer's clutches, the sum of £30 was in the first instance advanced, £28 9s. being actually handed him in cash, £1 11s. being deducted for expenses. £56 10s. was repaid in respect of this loan. He was then compelled to find more money, and borrowed £30, receiving (as before) £28 9s. This, however, he had to discharge within ten months, and for the accommodation had to pay £18 7s. interest. At the end of that term he borrowed a further £30; he has paid back £32, while the sum of £16 10s. is still required to settle the account.

A widow lady borrowed in 1894 from a London loan bank £50 upon the security of her furniture, worth £250. She repaid seven monthly instalments of £5, when she required an additional loan of £20. The usurer agreed to lend the money upon taking a further charge on her furniture, or, in other words, a fresh Bill of Sale. The loan has to be repaid at the rate of £5 monthly, and, to summarise the transaction, the following represents the cost of her captivity :—

	£	s.	d.
Amount borrowed	50	0	0
Interest at 60 per cent. for 8 months (an extra month's interest, for some reason, being charged)	20	0	0
	70	0	0
Repaid 7 instalments of £5	35	0	0
Balance due on 1st Bill of Sale ...	35	0	0

Brought forward	...£35	0	0
Further advance	20	0	0
	55	0	0
Interest on £55 for 17 months (the time required to pay off the loan) ...	46	15	0
Amount still owing	...£101	15	0

Thus this poor widow has received in cash £70, has repaid £35, and now actually owes £101 15s.!

A clergyman who has led a long and active life among the poor, and whose work is well known to men of high standing, was recommended to apply to a discount bank to meet temporary necessities brought about mainly by the reduction in the value of his tithe. He borrowed £500. He has paid off by instalments the sum of £150, and on making application to the bank the other day to know how much was still due, they informed him that £150 was owing on account of interest, while the principal viz., £500, was to be paid off on a given date this year. What will the end of that man be? Possession has already been threatened.

From the Money Lender's point of view it is of course essential that he should screw all he can out of his client, and, therefore, in addition to the preliminary fees, law costs, agency charges for insurances, commissions and interest, it is deemed desirable to have an elaborate system of fines. Thus, assuming that he borrows £30 on a Bill of Sale, and is one day in arrear with his instalment, he is by many loan offices charged one week's fine, viz., 6d. If he be two weeks in arrear the fine is 1s. 6d.,

three weeks 2s. 6d., four weeks 3s. 6d., five weeks 4s. 6d., six weeks 5s. 6d., and for every additional week 1s. In other cases the fines equal the amount of the interest.

In Ireland, the usurer is equally rapacious. When last in Dublin the writer called upon a small farmer and dairyman in the hands of a Jewish money lender, who runs a "bank" in that city. The farmer had apparently given a Bill of Sale for £50, but the writer ascertained that he had only received £36, the other £14 being retained as interest in advance. The interest charged in addition to this was 5s. in the £, and on the repayment card handed to the borrower was a notice that if one instalment were overdue, the whole amount immediately became payable. Further, there was a default penalty of 1½d. in the £ per week. He had always paid his instalments regularly, but, as he explained, they had greatly crippled him, and in the latter part of the term, his cows becoming exhausted, he had to buy fresh ones, and was of necessity obliged to go to the usurer again.

Leaving Bills of Sale, we will now deal with other kinds of securities beloved by Money Lenders, but of a costly nature to their clients.

A sudden thrill of surprise is occasionally experienced by newspaper readers on finding that "1,200 per cent." interest has been charged upon a loan, but the facts mentioned in connection with such a case are never sufficiently detailed to give one a real grasp of the transaction. The following instances have come under the writer's personal notice, and it may be here mentioned that most cases of extortion under promissory notes have had inti-

mate reference to those money lenders who advertise rates varying from 3½ to 5 per cent. *per annum.*

An Irish landowner, residing for a time at Hastings, applied to a loan bank for £300. The advance was made with £150 interest added, the note being made out for £450 repayable by monthly instalments of £20. The form of promissory note used by this office contains a penalty interest clause of ½d. in the shilling per week, *i.e.*, 216 per cent. per annum from the date of default on the aggregate amount of the instalments remaining unpaid.* The borrower kept up his payments with great regularity, but the cheque for the sixth instalment was sent *six days* late, when it was returned to him by the bank and the whole balance demanded. The poor fellow became greatly terrified, as he did not know where to turn for the money so suddenly required, but after several months' efforts he succeeded in getting the account (including the default interest) settled by payment of another £700. Thus £800 were in all paid for an actual loan of £300.

A Norfolk farmer states, in a letter, that in 1894 he borrowed £20. After paying 10s. a week for 20 weeks, at the end of 24 weeks he still owed £18. He paid 10s. a week for 20 weeks more, and at the end of a further 24 weeks he owed £15 ; and because he would not sign another bill of sale for £20, the Money Lender put the matter into the hands of a lawyer, and 30s. expenses were added.

Take the following case and its costly consequences. A young gentleman, with his widowed mother, borrowed from a London money lender (who trades under various

* Appendix I (E).

names of poetic ring) the sum of £12, for which they jointly had to sign a promissory note for £24. Here is cent. per cent. to start with. Default having been made after payment of £10 14s., summonses were issued against the mother and son, and costs incurred of £7 10s. For other small delays "bonuses" were extracted to the tune of £2 0s. 6d.; then a man was put in possession and costs incurred of £6 3s. 6d. Finally, and with an alleged desire to save the widow's furniture, a Bill of Sale was recommended for £45; from this sum, further costs and amounts were deducted, and the widow and son left the money lender's office with a balance of £13 3s. 4d. The £45 has to be paid within four months, viz., by three monthly instalments of £2, and the balance of £39 and interest in the fourth month.

A farmer sends up his receipts and papers, from which it appears that £60 was advanced him in January, 1891, for 18 months, repayable £15 per quarter. He paid within the time stated £97 10s., the odd £7 10s. being demanded as bonuses. In June, 1892, he borrowed a further £55, for which £25 had to be paid as interest. He repaid £14 of this, when the bank promised, on the production of a first class bondsman, to make up the loan to £150. The bondsman was obtained, and £80 handed over in cash, £70 being retained by the bank "as owing on the old account." He has paid back £102 off the loan, and is now being pressed to pay the balance, viz., £150. These startling figures may appear cold in print, but nevertheless tell an amazing tale of extortion and iniquity.

About three years ago, a professional gentleman was attracted by the inducement offered by a Birmingham money lending bank.* He wanted £35, and agreed to pay £15 interest for it, repayable by four quarterly instalments of £12 10s. He paid one or two of these instalments, and then, falling ill, was in consequence compelled for a time to give up the work which produced his livelihood. On recovery he needed another sum to meet doctors' and other bills, and applied to the office for a further loan. This time they advanced him the sum of £150, from which was deducted the amount remaining unpaid under the previous arrangement, with interest and costs, so that the borrower received in actual cash, £107. For this he signed a promissory note for £288, agreeing to repay the amount by eight quarterly instalments of £36; it is stated that £170 of this had been paid back, when the borrower's health again failed him, causing delay in the payment of the remaining instalments. The money lender made out that £186 9s. was still due, and agreed to the borrower's urgent request that the amount of the instalments should be reduced to £15. Thereupon a fresh bill was decided upon, this time made out as follows:—

	£	s.	d.
Amount due	186	9	0
Interest	50	11	0
	237	0	0

But in this instance the four instalments were to be regarded as interest, while the balance was to become payable on the 1st of January, 1895.

* Proprietor, James Townsend.

BONUS SYSTEM.

This particular case gives an opportunity of illustrating the Bonus system, and the following table will show the amounts which have been paid, without, of course, in any way lessening the borrowers' indebtedness. The average works out at the rate of 10 per cent. per month.

		£ s. d.	£ s. d.
1892.	From March 8th to March 27th on	3 15 0	0 7 6
,,	June 30th to August 1st .. ,,	15 0 0	1 10 0
,,	August 1st to September 1st ,,	15 0 0	1 10 0
,,	September 2nd to October 1st ,,	15 0 0	1 10 0
,,	October 3rd to November 1st ,,	15 0 0	1 10 0
,,	December 16th to January 1st, 1893, ... ,,	15 0 0	1 10 0
1893. ,,	January 1st to February 1st ,,	45 0 0	4 10 0
,,	February 1st to March 1st .. ,,	45 0 0	4 10 0
,,	March 1st to April 1st .. ,,	45 0 0	4 10 0
,,	April 1st to May 1st .. ,,	41 9 0	4 10 0
,,	May 1st to June 1st .. ,,	41 9 0	4 10 0
,,	June 1st to July 1st .. ,,	41 9 0	4 0 0
,,	July 1st to August 1st .. ,,	71 9 0	7 2 0
,,	August 1st to August 31st .. ,,	71 9 0	7 0 0
,,	August 31st to September 30th .. .. .. ,,	71 9 0	7 0 0
,,	September 30th to October 13th .. .. .. ,,	101 9 0	5 0 0
,,	October 13th to November 13th .. .. .. ,,	101 9 0	10 0 0
1894. ,,	April 11th to May 1st .. ,,	15 0 0	1 10 0
,,	May 1st to June 1st .. ,,	15 0 0	1 10 0
,,	June 1st to July 1st .. ,,	11 10 0	1 3 0
,,	July 1st to July 10th .. ,,	26 10 0	2 10 0
,,	July 10th to August 1st .. ,,	23 19 0	2 0 0
,,	August 1st to September 1st ,,	23 10 0	2 7 6
,,	September 6th to October 10th .. .. .. ,,	38 10 0	4 0 0
,,	October 10th to November 10th .. .. .. ,,	36 6 0	3 16 0
,,	November 10th to November 26th .. .. .. ,,	36 6 0	2 0 0
,,	November 26th to December 12th .. .. .. ,,	36 6 0	2 0 0
	Total Bonuses paid		£93 16 0

What this unfortunate borrower has done the writer does not at the moment know. When he last saw him he was dreading the arrival of the date when he would either have to find the full sum, which at that moment appeared to him to be an utter impossibility, or, again submit to the usurer's cruel exactions.

In the case of small loans to the working classes, the money lender, in addition to the promissory note, takes a hiring agreement, in which, without the security of a bill of sale, an absolute assignment is given of the whole of the borrower's furniture. Thus, in the case of £2 lent to a labourer, £1 interest was charged, repayments to be made by weekly instalments of 2s.. The value of the goods hired is stated to be the amount of the loan and interest, viz., £3, and the borrower has had to agree "to pay his rent in ad- "vance, to keep his furniture and other effects in good order, "to allow the owner, or his authorised agents, to inspect the "furniture and other goods, not to assign, underlet, sell, or "offer for sale, or otherwise part, or attempt to part, with the "said furniture or other goods, nor to move the same from his address"—while in case of failure on the borrower's part to duly perform and observe the agreement, the Money Lender may take possession of the furniture or other goods by force or otherwise. For so small a sum is the borrower compelled to sell his freedom !

Another case of costly captivity is illustrated in the following, reported to the writer from Portsmouth :—

A poor woman (whose husband is at sea) needed a small advance to pay the landlord his overdue rent. She applied to a money lender, and asked for a loan of £4,

telling him of her trouble. He agreed to lend the money, after having seen the furniture. £2 16s. 4d. was paid to the landlord for rent, one guinea costs, and the remainder, 2s. 8d., handed to the woman, who gave a receipt for the £4., the question of interest being left over till the following morning, but quite unexpectedly, about ten pounds' worth of furniture was at once removed. The borrower visited the money lender next day, as arranged, who told her that he did not know the exact rate of interest, but that he would inform her later on. He did not keep his word. Repeated applications were made to him, but a whole month elapsed before a reply could be obtained, when he told her that the interest would be £6, which, with the £4 borrowed, would make this poor woman indebted to him to the extent of £10. She is unable to pay this money, is fearful for the loss of her furniture, and dreads the return of her husband on that account.

In the event of deposit of deeds, scrip, and such like security, the interest charged by money lenders is occasionally upon a somewhat reduced scale. Thus, one large loan office charges upon the deposit of freehold deeds the rate of 40 per cent. interest; another 20 per cent. per annum; but in those cases the deeds are doubtless taken to a bank or discount company and the money obtained at the usual discount rates.

The manager of a loan Bank informed the writer that only on the morning of his interview a gentleman had called upon him with scrip which was of equal value to Bank of England notes. Upon the loan required he charged an interest of 50 per cent., and immediately the

borrower had left the office he took the security to his bankers and got the money at five per cent.

This opens up another matter about which it is not here desirable to go into detail, but which will no doubt be brought to the light of day in due course, viz.—the nature of the facilities which are offered to usurers by Joint Stock Banks. Information comes to hand that all the bills of sale taken by one loan office are discounted by a certain bank; that bank clerks are paid by Money Lenders to inform them of the state of customers' accounts, and that they render such information; and further that an important loan office is none other than a well-known Joint Stock Bank. The Bank referred to will, in due course, be asked to furnish some explanation.

Another serious feature in this connection is the direct support rendered to money lenders by many Solicitors, in aiding and abetting them in their unscrupulous practices.

There are Solicitors who are content to act the part of agents, for which they presumably receive sufficient remuneration. There are others, who are prepared both to advise upon and perform the lower class of legal work appertaining to the usurer's "profession," and at an inordinately cheap rate. The writer knows of one pettifogging Solicitor, who is content with 4d. per letter, and it is stated that interviews are charged proportionately.

These, however, are by no means the *worst* of the species. The offices of gentlemen of this type are nothing better than Usury Shops, in which clients are exploited and denuded of their Securities (Reversions especially).

They are shuttlecocked from one office to another in

the same or adjacent building, and three or four "sharks" are usually in the swim. At the very outset of the procedure the client is compelled to give an open charge upon the whole of his Reversionary interest by way of Security for Costs and for obtaining an immediate advance—"time" being pleaded as necessary to enable a strict investigation to take place.

Having thus secured complete control of documents and future income, the plan adopted is to exhaust the "balance" in the shape of costs, insurances, and fees; although, at times, trifling additional accommodation may be given to the reversioner.

Mortgage Deeds have been prepared to secure advances of such trifling sums as £5 and £10, which have necessitated Abstracts of Title and all the other mysterious and costly paraphernalia associated with the assignment and control of large Estates.

It is proposed that the conduct of certain notorious solicitors who indulge in these practices shall form the subject of a thorough investigation, with a view of bringing their doings before the proper authorities.

The methods of some Auctioneers, who, unfortunately, do not exercise their powers under the supervision or control of any body comparable with that of the Incorporated Law Society, cannot be allowed to pass unnoticed in this "pillory."

It is well known that there are Auctioneers who play the Money Lender's game, especially in the case of sales of furniture seized under Bills of Sale. Others take out licenses empowering them to act as Auctioneers, who are

Usurers pure and simple. It is a question whether they ever have bona fide sales of property, other than those of securities given to them by confiding borrowers whom they do not deem good enough for further business.

Needy men have been referred to this class of Auctioneers by Money Lenders, with the laudable object of putting upon others the unpleasant duty of selling them up, an event which they regard as inevitable. How could they adopt so harsh a measure, when they have for long enjoyed so much comfort and ease at their clients' expense!

Ought there not to be some means of preventing Money Lenders acting as Auctioneers, or of cancelling the license of an Auctioneer who becomes a Loan-monger?

In leaving this subject the writer believes he has given abundant proof that to endure the captivity of London and Provincial money lenders is a costly luxury.

Chapter VIII.

Cries of Victims.

OF all the many and varied experiences which the writer has detailed in the foregoing pages, none are so poignant in their bitterness as those which must necessarily find a place in this chapter. Whilst hitherto we have had *indirect* appeals from the victims of money lenders, here we shall have brought before us, in their own simple language, that which will reveal the exact position to which they have been reduced. No words of the writer could convey, in any appreciable degree, or so vividly, a picture of the vicissitudes and difficulties of those who were once buoyed up with hope by the money lender's promises of freedom from financial care and anxiety. In every chapter it must have been noticed how the wily dealings of the usurer have invariably resulted in the unnecessary infliction of pains and penalties. But the following extracts from letters which are in the writer's possession, will further illustrate how acute have been their sufferings, and how hopeless, in many cases, their condition.

Take, for instance, the words which occur in a letter written by a schoolmaster of 20 years' standing. It will be seen that he partly recognises the mistake which he made when he entered into negotiations with the money

lender. He says, "It was unwise; but necessity had no alternative. When I have been behind in a single payment my life has been a perfect misery. I shall bless the day when I am rid of this, and should be thankful of any help to enable me to rest secure from these threats, which largely unfit me for professional duties."

The following experience of a Nonconformist Minister will appeal to the sympathy of the reader:—

"I must not relate the truth which impelled me, in the first instance, to seek advances from money lenders, nor the disappointment which took away from me the power of extricating myself from their bonds. What I thought would have been a temporary embarrassment will possibly result in humiliating and life-long subjection. I must beg of you to keep my name secret; I would not have anyone ever guess my trouble. Spite of all, I am doing a little good in the world. The young men I urge to keep out of debt (and I have given this advice to 800 men at a time) who little think that debt is draining the life's blood out of me, even while I plead with them. It may be that I shall yet be able to "work out my own salvation." It is a strange double life one leads. I hope you will succeed in warning off simpletons and preventing impostures. You want to check this business, but how are you going to do it? These men advertise in the religious press, "The Christian World," the "Freeman," and "Baptist." Yet, I suppose, the religious press, or those who manage it, would be scandalised if we suggested sporting advertisements as a source of revenue. Yet it is a strange place to draw the line, so that it includes usury and excludes the tipster."

Here is the experience of a clergyman who became involved in pecuniary difficulties through a generous desire, on his part, to assist the orphan children of a friend who had been accidentally drowned. These little ones had lost their mother, by death, sometime previously. And, therefore, at the time of the untimely death of their father, they were left without protection. This gentleman nobly attempted to befriend them, and in so doing, had recourse to the money lender. After much worry and anxiety, he was compelled, from the very fact of his social position, to pay what were undoubtedly unjust claims, and so free himself. With reference to this he says: "This has crippled me, and I quite agree with you that there is crying need for enquiry by Select Committee or Royal Commission into the doings of such a set of heathens and unprincipled scoundrels." And he adds to this, "Had it not been for fear of exposure, I should have let the matter go into Court."

Yet another clergyman, who had been enticed by the blandishments of a well-known usurer into dealings with him, was obliged to make the following humiliating confession:—"The Church authorities are furious with me for having had dealings with such a man, and will not, consequently, help me." And soon afterwards, at a time when, by the advice of wise friends, he had allowed the law to take its course, he wrote, "An adverse verdict would mean for me the loss of this living and utter ruin."

Luckily, this gentleman's forebodings of evil were not realised; he won his case, and the net was spread in vain.

Perhaps one of the saddest cases that has come to the

writer's notice is that of an aged couple, the husband totally blind. These people had formerly been in an affluent position, but by force of circumstances had been compelled to add to their limited income by taking boarders into their home in London. It is not necessary to enter into the details of all that finally placed them in the hands of the usurer. It is enough to say that it was by no fault of their own that they were entrapped by a loan bank "expressly incorporated by Act of Parliament."

One morning the writer received the following telegram, "For God's sake come at once, they have taken all my things."

And, shortly after the receipt of the telegram, a letter came by hand expressing the same hopeless tone of feeling, "While I was out to-day they have cleared the house of all. I have much to tell you about all of them. But I need not tell you I am in great trouble. Do, for God's sake, come and help me, I am nearly out of my mind. My boarders will all leave me." *

How expressive too are these words of a lieutenant-colonel in the Army! "If you can throw any light on my case I shall be only too thankful, as I dread my name going into court."

This man had nothing to be ashamed of except the mere fact that he had entered into dealings with a firm whose name had become a proverb for extortion. He had over and over again repaid the sum originally advanced to him. Had he been threatened by an ordinary trader, he would not for a single moment have hesitated to

* As they did.—T. F.

resent the claim; but in this case he would have accepted any other alternative than that of publicity, which notwithstanding an appeal by the writer, was denied to him.

Again we hear the bitter cry coming from a hard-working, honest farmer. It is unnecessary to add one word to those which he himself has written.

He says:—"I walked ignorantly into the trap; I thought it was a promissory note. For my neighbours to know that I had money upon a Bill of Sale would mean ruin. You see, sir, what makes matters worse is that my son signed the papers with me, and if it comes to the worst they will sell the poor lad's furniture as well as mine. He is a young farm labourer, and when I think how hard he worked at piece work, hop-garden work, mowing, harvest, to get his things together (he is married too and has one child); it makes my heart almost burst with remorse to think of the ruin I shall bring upon him. I now see if I had struggled on last year, sold everything I had, I should have been now free, instead of going to the usurer's. Pray, sir, excuse this long letter, but it is a relief, I cannot say how much, to unburden my mind. Is it possible for you or anyone connected with you to help me? I will work all I can; study to practise the most rigid economy; live on bread and water if necessary. That will be no hardship to me. On the contrary I shall enjoy it, if I can again look forward with hope to a time when I shall again be free from the modern 'Shylock.'"

A Lady writes:—"My husband is unfortunately unable to bear this upset, and he has very important work in hand now. He needs absolute freedom from all worry for his

work alone. This pressure means loss of sleep, and health and work. I am afraid it will be more than his reason will stand. We are very, very anxious."

Thus a Yorkshire Farmer:—"I shall acquaint my surety with the facts and see what he proposes doing, and as for myself I can do nothing. I have nothing to fight with. They have almost ruined me, and my way is blocked."

A Minister, in the account of his trouble, all of which had been brought about by the Money Lender, says, "The pleasure of hope is worth much, but the realisation of hope will be infinitely more." And at the close of his letter he adds these significant words, "if all ends well we shall never know how to express gratitude for your friendly intervention."

One who clearly describes his position writes: "I have lost money and also my home through Money Lenders. I am a poor working man, I knew nothing of the world, but this opened my eyes. Bad trade and illness prevented me from keeping up my payments regularly, and in the end they came with a van and took away everything. No one knows what we have suffered since then. I believe many of the firm are robbing poor people like they robbed me, only under other names. I only hope you will be able to stop others from being robbed."

"I am perfectly sure"—writes one correspondent (after he had lost everything through the action of the Money Lender),—"my other creditors would have waited——but they have ruined me."

The wife of a struggling mechanic had been obliged to borrow £5 from a Money Lender in order to defray the expenses of the burial of a child who had died suddenly. For some time she made regular payments, and had almost cleared off the debt, when for some slight delay the usurer harassed her, and sent her a letter stating that he would have no excuses and that the exposure would not be pleasant before her neighbours. The poor woman writes, "I am afraid they will take proceedings. It worries me nearly to death."

Another, in similar circumstances says, "I have even halfpenny post cards; fancy calling that 'Strictly private.' I never feel safe, and each rap at the door seems to go through me."

"I don't know," writes another, "what I was thinking about when I ran such a risk. I have been married only two years, and then to lose one's home, especially through other people, does indeed seem very hard."

A grocer, who had been frequently well nigh driven to despair, on the occasion of obtaining his freedom thus expresses his delight:—"I received your letter this morning, and I really do not know how to thank you enough for the kindness you have done for me. My wife could not hardly believe me at first, as she thought it too good to be true."

A farmer writes:—"I received your letter with much pleasure, and I am greatly obliged to you for your kindness towards me and my wife, the relief gained was what we did not expect to receive."

In utter bewilderment, a working man writes asking for

advice:—"I want to ask you what would be my best way out of this; whether I had better call in a man and sell my goods. Can I do that or let them sell them? It is really no use my struggling against it. If there is anything you could suggest, I should be thankful to you for your advice, and I hope one day I shall be able to repay you for it."

A farmer, who has recently been forced into the Bankruptcy Court by a Money Lender, uses these words:—"Many thanks for your kind offer, but I am afraid it is now too late, as the expenses to which I have been put will eat up a good deal of the estate. They have literally ruined me, for I have got nothing but the workhouse to look to for my wife and family."

Another farmer says:—"The instalment of these bad men was not more than 12 hours overdue, when they pounced upon me, I, at the same time, having paid their solicitor £8 10s. out of £12 10s. Could you assist me from being sold out of my home and farm, which is now in a good state of cultivation? I could now begin to make a good return. I trust you can assist me in this matter and save me from ruin."

And yet another farmer. In this case help reached him in time:—"I thank you for your kindness and trouble, I shall never be able to repay you for having removed the greatest care from my heart I ever had in my life."

A labourer who had been robbed of money and wrote to the Money Lenders for the return of it, adds:—"When I wrote to them they said if I sent another libellous letter they would put the case in the hands of

their solicitors, and having no capital to proceed against them I had to rest satisfied with being done by them and bear it."

One victim, who did not quite grasp the meaning of an advertisement which the writer had inserted in the press, wrote asking for advice: — "If you are in any way connected with loan offices I do not wish to give you any further trouble, because rather than have another loan I would give up the struggle and sink, if sink I must, under my present burdens, than undergo again all the mental torture and trouble I and my wife have suffered since I first became acquainted with loan offices. So assured am I now that if a man cannot keep afloat without them they only help to drown him. If you cannot do anything for me, pray keep my letter private. It is publicity I dread."

Again, another writes :—"I am sure something will happen. I do assure you it is a horrible feeling. I almost dread the postman's knock. Once I can get clear of them no power on earth would ever see me doing any business with them again."

A London cabman, who had been tricked into giving a Bill of Sale, and also into paying exorbitant interest, writes :—"Formerly I never went out with my cab on the Sunday. Now, simply through my difficulties with the Money Lender, I am compelled to take my horse and cab out every Sunday. It is very hard, after working so many years to get a comfortable home together, and also the means of a livelihood, and then to lose them, which I feel sure I shall do. Things cannot go on much longer like

this; they are gradually closing round us. Please do not let the Money Lender know I have told you this, because I am afraid if it came to his ears he would crush us altogether."

A lady, who had been tricked into giving a Bill of Sale, thus explains her case:—"When I went down to my Bank on Saturday the Manager told me that he had seen in the papers my name for a Bill of Sale for £30. It made me quite ill. I would not have given a Bill of Sale for any money. I would not take £300 for my furniture. Now the tradesmen with whom I deal wish for weekly settlements of their accounts, whereas formerly I paid half-yearly."

The following is a story of the borrower's confidence and the Money Lender's trickery:—"Yours of this morning has greatly distressed my mind. How could anyone have known that I borrowed the money? I quite understood all was to be kept secret. Has my name been made public? I would not for any money have this affair known, as I am in a good connection, and am surrounded by the gentry for whom I work. I am a widow, and have a fairly large dressmaking business. I felt I wanted some money to buy more largely, and to help in other ways. I needed the sum of £50. I saw advertised for monthly payments of £4 11s., but I preferred paying £5 monthly, which I can well do. The £4 11s., I was given to understand, would be paying the interest as well as the hired money. I have sent off two £5, and I hold their receipt for both. While I keep the instalments paid up am I running any risk? In what way can you help or give

advice? I shall be only too glad to hear from you. What can I do to keep the affair secret? Please be candid with me."*

The sister of a working man who had been in the clutches of a Loan Monger writes:—"My brother has gone away for a week or two to see if a change will do him good, for the poor fellow was driven almost to destroy himself."

A working man who had borrowed £10, and repaid £9 10s., writes:—"The Money Lender sold me up, and reduced me to absolute poverty."

A clerk writes:—"I could indeed furnish you with particulars of grossly bad treatment to myself by a firm of Money Lenders in the West End of London, but, as they hold a Bill of Sale on my goods, I am fearful that, should it by any means reach their ears, they would sell me up. If you will give me your assurance that my name or address should not appear in any way, I would then gladly forward you full particulars. Through certain actions taken by them a few weeks back I have lost my situation."

A farmer complains:—"The exorbitant interest I am paying to a local Money Lender is crippling me frightfully."

An artist's wife (writing under a *nom de plume*), says:—"We have done all we can do; there seems *no way* unless we can procure money elsewhere and pay them out; their charges have been so heavy, over and over again, when a few days behind. It is so difficult for

* The firm into whose clutches this woman has fallen are still deceiving her as to the rate of interest, taking her £5 monthly and pocketing nearly half that amount for interest on the ordinary "Legal plan."—T. F.

me, when the sacrifice of my husband's health is the penalty to be paid for all worry. My one deep anxiety has been and must be to save *him.*"

The foregoing extracts form but a very small proportion of the numerous and sad experiences which have reached the author. It is, however, unnecessary to multiply them ; his purpose will have been served if the reader can be made to realise, more or less, the conditions of the captivity in which the Usurer manages to keep his victims.

Correspondence, indeed, can give but a faint record of the tales of suffering which the Money Lenders' victims have supplied. In personal interviews the miseries of these unhappy people have been rehearsed in tears. Weak women and strong men have again and again appealed to the writer for advice and sympathy. Many have been the heartburnings which he himself has experienced in the course of his investigations, occasionally relieved by letters couched in terms of gratitude for some fancied kindness that has been placed to his credit.

Hitherto, the "cries of victims" have gone to the Money Lenders' deafened ears. To-day, they reach the ears of those who will listen with respectful sympathy.

CHAPTER IX.

Escape at Last!

WE have already witnessed the result attending the efforts made by victims to release themselves from the shackles with which they have been fettered, and it may be assumed that if freedom has been gained they have from thenceforth been poorer, sadder, and wiser men.

In other cases, however, the time has arrived when the burden has seemed too heavy to be borne, and when the victim has determined to escape from the clutches of the usurer, or to end the struggle in a manner more or less drastic. The first thought with which some kind adviser tries to solace him has reference to the Bankruptcy Court. There surely will he find relief. There surely will he be surrounded with sympathy and mercy. There surely will the law prove efficacious in ridding him of the usurious pest.

The decision has to be come to immediately. The Money Lender is not a man to wait when matters have arrived at this stage, and the victim knows it to his bitter cost. Unless he therefore seeks escape on his own initiative, he will be pushed further downhill by means of heavy bonuses and interest, or taken into the court by the extortioner himself.

Before proceeding to particularise, the following extracts

from the evidence given by the Inspector General in Bankruptcy before the Welsh Land Commission, on January 26th, 1894, will be of interest.

Referring to the increase of insolvencies among tenant farmers, he said that the failure was often due "to costs incurred in loan transactions and the rate of interest —the rate of interest, especially, I find to be a very "frequent cause of failure on the part of the farmer."

The Official Receiver of Merthyr, in an enumeration of what he considered to be "fair examples of the causes given by farmers for their failures," stated that "pressure "by holder of Bill of Sale and heavy rate of interest "were undoubtedly some of them."

The Official Receiver for Carmarthen said, that "The "real cause in most cases has been want of capital, "resulting in being obliged to borrow money at a high rate "of interest."

And, the Official Receiver for Newtown quoted the case of a farmer who had been gradually going from bad to worse, paying pretty well cent. per cent. to professional Money Lenders.

The writer may here remark that he is at present in communication with all the Official Receivers in the country, from whom further valuable information on this important point will, it is hoped, be obtained.

From the following distinct cases the reader will be able not only to glean further details as to usurious extortion, but to form his own conclusions as to whether other or better methods of escape were even possible.

A farmer in 1893 obtained a loan of £100 upon a

promissory note for £144, to be repaid at the rate of £8 per month. He repaid the sum of £64, when the usurer pressed, worried, and sued him, the result being that judgment was obtained for £283 8s. 1d., made up as follows :—

	£	s.	d.
Promissory Note	144	0	0
Default Interest on unpaid balance at the rate of 216 per cent.	190	13	4
Solicitor's costs of action ...	12	14	9
	347	8	1
By cash paid	64	0	0
Judgment for	£283	8	1

The payment of this sum crippled the farmer, and he had to escape from his financial worries by means of the Bankruptcy Court. The Official Receiver informs the writer that the Judge, on the hearing of the case, made some very strong comments, but of what avail were these when he was obliged to give judgment for the full amount claimed.

Another bankrupt, forced into the Court by Money Lenders, sends to the writer a painful account of the extortions which helped to bring about his downfall. It would be wearisome to repeat here the whole of the figures he has submitted, but they may be thus summarised :—

	£	s.	d.
Cash advanced by two Usurers	545	0	0
Repaid off Principal	430	0	0
Paid Cost of Renewals ...	260	0	0
	690	0	0
Balance due	515	0	0
	£1,205	0	0

A Yorkshire farmer, in seeking the relief of the Bankruptcy Court, explained that he had borrowed £100 in 1891 from a Bradford Money Lender. He paid £5 a month for the first twelve months, and at the end of the year the Money Lender returned him £30, and made the debt up to £100 again. He afterwards paid him £2 a month and £20 in the latter part of the year. Altogether he had paid £154 for the loan, and there was still an execution against him for £141. He had also borrowed £30 from a Manchester Money Lender, on which he paid £8 interest in nine months. On this occasion the Official Receiver stated that had the debtor not gone to the usurer he would have been solvent.

Another case occurred at the Halifax Bankruptcy Court. The borrower had a loan of £100 from a credit bank at Leeds. He had paid back £170, and a claim was still made for £121, the interest alone, therefore, amounting to £191 upon a loan of £100.

A Suffolk farmer in December, 1894, explained to

the Registrar of the Bankruptcy Court that he had been attracted in the first place by an advertisement of a firm which laid itself out particularly to relieve the wants of farmers. "Money advanced at five per cent. interest." He tried them up to £50, and they charged him £72 for it. The loan was contracted on May 28th, 1890, and was to be repaid in four monthly instalments of £6 each, and the balance of £48 in October. His indebtedness, however, to the money lender was still £80. The last time he gave them a fresh note was for £85, but the bill was made out for £115, it being a renewal. They, therefore, screwed from him a sum of £30 simply for postponing the repayment of the loan. He had also borrowed £50 from another Loan Company, and they had been sucking his blood ever since. He could not get out of his difficulties, and although he did not like to seek a means of escape in the Bankruptcy Court, he was compelled to do so.

Another victim stated his case in the Yarmouth Bankruptcy Court. To oblige a friend, and purely out of good nature, he had recourse to money lenders. He had been led into borrowing from one money lender to pay another, in the hope that his friend would ultimately return him the money. His first bill was for £100, for which he had to pay £150, payable £30 a year. He had already paid £225 in respect of it, leaving £75 due. He borrowed £75 from another money lender, and calculated the interest he had paid upon it at 240 per cent. In two years he had borrowed £470 of money lenders, for which he had paid £601, and still owed £540. Of his deficiency of £580, £540 was due solely to money lenders. His

furniture was sold off in 1893 by one of the money lenders, and all of them had sued him. "Once he got his head into the noose," he said, "he could not get out of it."

A bankrupt at Birmingham explained that he had borrowed £15 from a money lender in 1893, and had agreed to repay £26 by weekly instalments of 10s. In October of that year a writ was issued for an overdue instalment. To settle the matter the usurer arranged to add £7 to the debt in respect of costs, and the Debtor continued his weekly instalments until May, 1894, when the High Bailiff levied upon his goods, and caused him to institute proceedings in bankruptcy. He attributed his failure partly to these heavy payments.

Another bankrupt at the same Court stated that he was driven into it in respect of a claim made upon him by a money lender for borrowed money and interest. The usurer issued an execution, and it was impossible for the borrower to adopt any other means than place his affairs in the hands of the Official Receiver.

A small tobacconist in May, 1889, commenced borrowing money from a Birmingham usurer—

In	1889	-	Loan	£25	-	Interest	£12	10 0
„	1890	-	„	25	-	„	12	10 0
„	1891	-	„	25	-	„	12	10 0
„	1892	-	„	40	-	„	27	10 0
„	1894	-	„	10	-	„	5	0 0

The Official Receiver informs the writer that all these sums were paid, with the exception of £9 9s. 0d., for which amount the usurer was suing him prior to bankruptcy.

In 1890 a farmer borrowed the sum of £100 from another extortioner in Birmingham—

The Official Receiver explains that the borrower agreed to repay £100 in three months, and a Promissory Note was given by him and his wife as security. He repaid £110, and, at date of failure in 1894, still owed £110. The immediate cause of failure was the issuing of a writ by the usurer.

An Eastbourne gardener was dragged into the Bankruptcy Court with a deficiency amounting to the small sum of £46 6s. 7d., of which about three-fourths was owing to a Brighton Loan Office. He was caught by their tempting advertisement, and borrowed the money, so that he should not have to ask for credit for shrubs. The Official Receiver reminded him that Money Lenders charged a great deal more in the shape of interest than the people from whom he bought shrubs !

A victim to usury in Hertfordshire explained that he had borrowed the sum of £50 in March, 1890. £2 was charged for fees, and renewal promised if he was unable to pay the £50 at the end of fifteen months. Upon this £50 he paid £30 interest the first year, £30 interest the second year, £25 interest the third year. In the fourth year he was pressed to pay up the £50 with £34 interest, by £3 per month. This he did for three months, and then made default, when a writ was issued for £75 and £3 5s. expenses. It is to be hoped that in the Court he will obtain a larger share of relief than the money lender was disposed to give him.

In Ireland, extortions appear to be carried out on the same scale, and with the same sad results. One of the dupes of an Irish usurer sought escape in the

Bankruptcy Court. From 1890 to 1893 he stated that he had borrowed about £5,000. As security for repayment he gave two mortgage deeds upon his property. At the time he signed the deeds he was not accompanied by a solicitor, and no one was present acting professionally for him. Two sums of £2,250, and £300 had been paid off the loan, and there was still due about £4,000, *i.e.*, £2,821 18s. 6d. principal, and £1,184 9s. interest!

It does not follow that when a man has been driven into Bankruptcy the usurer loses his security. By the foresight and skilful manipulation described in the chapter "Other Traps and Tricks," he is usually enabled to recover the bulk of his money.

The more drastic form of relief, however, is in escaping not only from the money lender, but from all the troubles of the world. Often and often are cases of suicide reported in the Press with this comment:—"The only trouble the deceased had was in connection with some money lending transaction." The writer knows of many such instances, and has been informed that one large loan office keeps a register of the suicides of those who have had any dealings with it.

The other day he called to see the holder of a Bill of Sale to know how he had been treated. He found the house empty, but a neighbour explained to him that the Borrower had, "through the worry and trouble of a Bill of Sale, cut his throat."

He has also investigated the case of a minister who recently committed suicide. Deception and pressure had, it is believed, been practiced upon him by a usurer

who holds forth as the saviour of ministers of the Gospel, and somewhat to the poor fellow's surprise, as he was leaving the house for his morning's walk, a letter was put into his hand by the postman hailing from the usurer in question.

This letter, it is stated, demanded, upon a threat of pains and penalties, the immediate repayment of the loan which, at the moment, was well nigh impossible. A telegram from the usurer followed during the day. True, the amount was under £100, but the dread of publicity so harassed the minister that instead of going upon his walk, he took the next train to a watering place and ended his troubles by drowning. Upon his body was found a note in pencil that he was indebted to the money lender in the sum claimed, and so grasping is the man who, to all appearances, is morally responsible for the poor fellow's death, that he is threatening to serve the widow, or others whom he regards as responsible, with a writ for the recovery of the amount.

The cases above cited are typical illustrations of the final efforts made by the victims of unscrupulous Money Lenders in their desire for "freedom." From the time of their allurement and captivity, till that final act which either gave them liberty or ended in suicide, they rarely lost sight of the one sustaining hope of ultimate release.

Those who are, happily, unfamiliar with the pressure inflicted by money lenders and the threats of exposure and blackmail, cannot be expected to fully appreciate or sympathise with the course adopted by the victims. They would probably feel inclined to fight the

battle outside the Bankruptcy Court, and would certainly not be "cowardly enough" to sink under the load, and find rest and peace in oblivion!

To those, however, who *are* familiar with the doings and resources of these financial tyrants, such methods of obtaining relief would seem to be the natural outcome of the harassing conduct to which victims are continually subjected. In the case of one suicide, a correspondent writes:—"I do not hesitate to say that the borrower's demise can only be traced to the fact that he had placed himself within the meshes of the huge nets manipulated by men (or otherwise) devoid of the common principles supposed to exist for the benefit of mankind generally; and furthermore, everyone who is behind the scenes on this particular question, sympathises to the utmost extent with the relatives of the deceased gentleman, regretting the circumstances which brought about the committal of so sad an act."

It remains to be shown, in the following and concluding chapter, what would appear to be necessary to prevent the continuance of the system which has been the cause of so much expensive suffering and disaster.

Chapter X.

How to Deal with the Money Lender.

IN the foregoing pages an endeavour has been made to clearly explain and unfold the system of trickery, extortion, and fraud, adopted by the Money Lending Fraternity.

That such a system is a disgrace to any civilised community, and that the hydra-headed monster must be scotched, and *at once*, there can hardly be but one opinion.

In order that the precise position of matters may be clearly understood, the charges made by the writer against Usurers are here summarised :—

That the ordinary rate of interest is 60 per cent.

That the advertisements offering money are crammed with falsehoods.

That prospectuses are replete with ensnaring statements.

That borrowers are robbed of preliminary fees.

That insolent inquisitorial questions are put to borrowers.

That the Bills of Sale Act is being daily evaded in many important particulars.

That borrowers are tricked into signing Bills of Sale.

That borrowers are grossly deceived as to the rate of interest.

That when the borrower discovers that he has been deceived—or wishes to pay off his loan—he gets no relief whatever in the shape of interest.

That borrowers are, by a clever trick, forced by Money Lenders to give fresh Bills of Sale.

That on the slightest delay in payment of an instalment under Bills of Sale possession is taken of the borrowers' goods in order to extract from them further costs.

That in regard to promissory notes, delay entails heavy payments as bonuses, and a default interest in some cases amounting to 216 per cent.

That a landlord is often compelled to sell up his own tenant in respect of arrears of rent, his hands being forced by the Bill of Sale holder.

That so-called 'Banks' trade under various names in order to extort preliminary and other fees and to play into each others' hands.

That many professed Money Lenders live on enquiry fees.

That men and women of all classes are in the Usurer's absolute power.

That borrowers are frequently driven into the Bankruptcy Court or suicide.

In short, that the whole system is accursed.

The question is, are these abuses to be allowed to continue unheeded and unchecked?

Of one fact every reader may rest assured ; the law, as it now stands, is almost powerless to touch them, and it would appear to be an act of inhumanity to remain quiescent, and something akin to cowardice to bewail the fate of those whose cases have been described, and to declare that nothing can be done, either for them, or by preventing others from being entrapped by so vicious a system.

Up to the present the public have appeared strangely ignorant of the workings of the plan, and have, therefore, inclined to the idea that any movement in regard to it is both useless and unnecessary.

They have received encouragement in this view by the expressions which have from time to time been reported in the Press as coming from the lips of Magistrates and County Court Judges. Some of these have ventured upon the truism that if there were no borrowers there would be no lenders ; or, in other words, " if there were no fools there would be no knaves." Others have remarked to borrowers, " if you *will* go to Money Lenders you must put up with the consequences."

But these sayings, however trite, must be taken *cum grano salis.* The necessity for borrowing arises from a variety of justifiable causes—such as the desire to extend one's business ; to take advantage of some opportunity in the market; to pay pressing accounts,or to meet unexpected demands brought about by sickness, accident, or death. The race of prodigal sons is, of course, not extinct, nor is the class of rich fools who will insist on walking into Mr. ———'s office and consenting to pay £1,000 for the use of £1,000 for some useless purpose.

With these latter one can have but little sympathy, although it seems a pity that they cannot be protected from the jaws of the financial sharks who ultimately manage to devour them. The people who really deserve and need protection, are those who in their various callings are struggling to obtain an honest livelihood; the first moment of their adversity being the Usurer's opportunity.

Great respect is, of course, due to the principle known as freedom of contract, and one does not wish to unnecessarily interfere with it. But what freedom of contract is there between the honest and unsuspecting borrower and the wily extortioner? It is not a question of what the borrower is prepared to pay for the accommodation; the greater the need the greater the extortion "For what purposes do you want the money?" is the question invariably asked by the Loan Monger either on his insolent inquisitorial form, or in conversation. If the reply shows that the object is not a pressing one, then 60 per cent. is regarded by the Usurer as fair remuneration. If urgency is in question, then fees, bonuses, and hundreds, aye, thousands per cent.

Much credit is due to newspapers like "Truth," "The World," and "The Pall Mall Gazette," for their frequent exposures of instances of extortion. But, if one may be allowed to say so, these recitals have had their day, the Money Lender is amused at them, and the public sigh and pass on. The whole story, impossible even in a volume, must be told in the only satisfactory way, *i.e.*, by the victims themselves, in the place to which all instinctively

turn for the redress of legitimate grievances. Let the Money Lender come forward and tell his tale, if he will, and let him produce his books and other records to justify the methods he has hitherto adopted. When the truth has been revealed, and such abuses as those which have been described thoroughly investigated, it will of course be the duty of the Commission or Committee appointed to the task, to propose a remedy.

The writer, however, may be pardoned for tabulating suggestions which appear to him to cope in some measure with the evils which he has detailed.

I. In the first place, he is strongly in sympathy with the desire frequently expressed in favour of the abolition of Bills of Sale, and in accord with the Judge, who, the other day, stated that none of the evils brought to his notice would be effectually dealt with, until Bills of Sale were entirely swept away.

The evidence given at the Parliamentary Enquiry in 1881 which led to the amendment of the Bills of Sale Act, has also encouraged the writer in this view. If any qualification were needed the proposal might be limited to Money Lenders' Bills of Sale.

There can be no doubt whatever that they are the source of endless vexation, and more especially where a grasping Usurer is concerned. They are certainly mill-stones round the necks of those who have been tricked into giving them. The Money Lender's reply to the question: "Will anybody know about this Bill of Sale and will it be advertised?" is "Certainly not, the matter is a private one, and *we* do not advertise it," while he

knows full well that the Law insists on all Bills of Sale being registered within seven days from the time they are given, and that immediately names, addresses, sums borrowed, &c., are published at the Law Courts, in Stubbs', Perry's, and Kemp's Mercantile Gazettes, and in all the Trade Protection Societies' circulars in the kingdom.

To a man who has been accustomed to obtain credit from those who have supplied him with goods, it means an immediate stoppage of his accommodation, and this is often followed by the destruction of his business. He is met by neighbours who are not slow to remind him that he is in the hands of a 60 per cent. Money Lender. He is called upon to immediately settle his accounts, rates, and taxes ; the landlord keeps a sharp eye upon him, while, in the case of farmers, they are unable even to remove their cattle for pasture to another farm without the Usurer's consent.

In support of the proposal to abolish Bills of Sale, it may fairly be argued, when a man applies to a Money Lender for a loan, that he either wants it for some urgent, if justifiable, purpose, or that he owes his landlord money, or is in debt to tradesmen who have entrusted him with their goods, some of which he may have already consumed. But the Money Lender steps in, and takes a Bill of Sale over goods upon which, in equity, tradesmen and others have a prior claim. It is all very well for Usurers to urge that Bills of Sale are risky forms of security, but the fact remains that a Bill of Sale holder ranks next to the landlord and has advantages above all other creditors. The landlord has, it is true, a right to go in first for rent, but the Money Lender

is enabled under the Bills of Sale Act to demand the production of receipts for rent, rates, and taxes, immediately they have become due. If his demands cannot be complied with he does not scruple to force the landlord's hands, to interpret, in his own sweet way, the phrase in the Bills of Sale Act "without reasonable excuse," and to consider that a week's grace fully entitles him to seize the borrower's goods.

When this happens, the result is generally disastrous. In every case the debtor first informs the landlord that the Bill of Sale holder has taken possession, and the landlord of course knows that the goods will be removed or sold by auction at the expiration of five days.

The landlord, in pure self-defence, has to undertake the unpleasant duty of going into possession; he sees that the Bill of Sale holder is likely to deprive him of his security, and he therefore either advertises a sale or removes enough furniture to settle the rent account. It soon becomes known in the neighbourhood that the landlord and Money Lender are in possession; whereupon every little creditor goes to the County Court and applies for a summons, and the result is that the borrower, who was unfortunate enough to give or be tricked into giving a Bill of Sale, is cleared out (if such an event has not already happened) or driven into the Bankruptcy Court. A landlord is often compelled to sell up his tenant in respect of arrears of rent, a step which, in nine cases out of ten, would not have been taken had not the Money Lender forced his hands. An auctioneer in Wiltshire informed the writer that he had often sold up farmers upon the instructions of landlords in the circumstances described.

Another point in favour of the abolition of Bills of Sale is, that a man in temporary need ought not to be subjected to the humiliation and evils consequent upon the publication of his name in "Gazettes" and at the Law Courts.

There are hundreds of cases of men who, in order to get £5 or £10, have been compelled by the usurer to give Bills of Sale. £30 has been handed to them it is true, but immediately they have signed a document, which is to have such damning publicity, £20 has been returned to the Money Lender.

If a rich man wants to borrow £10,000 on the mortgage of his lands and houses, it can be done by a mortgage deed, and, of course, unknown to the world—or he can borrow upon a Promissory Note with but little publicity; but the *poor* man is compelled forsooth to tell his friends and neighbours, as well as the people who have hitherto given him credit, that he is hard up for £5 or £10.

Further, when a Bill of Sale is given to a Money Lender, the latter has absolute control, and the right of the disposal of a man's home. The working classes, in particular, have a great affection for their *home;* it is the one place on God's earth, rich in association, where they find comfort, and though it may be meanly furnished, it is yet their home; they may have struggled for years to purchase small articles of furniture, and even after ten or twenty years' collection, the value put upon it, especially by a Money Lender, would be a most ridiculous sum; but the fact remains that the Money Lender is, for the time being, the absolute controller of the goods which make up the home. Immediately an instalment becomes due, he

demands payment, and the slightest delay involves the expenses and inconveniences of men in possession, such men, as a rule, being of the most objectionable type.

The Money Lender is very quick in his procedure, and uses, with brutal callousness, all the forces which the law gives to him. As one Money Lender recently remarked, "many of my class think no more of clearing out a man's home, than of removing a pig from a sty."

In most civil processes, it is necessary to obtain the sanction of the Court before execution is levied upon a man's goods, and the debtor is given an opportunity to explain to the judge his financial position, when, if it can be shown that he is out of employment, or unable to meet the demand made upon him, an order is usually given for payment by reasonable instalments; but the Money Lender need not go to the court at all; and since reason weighs not with him, he simply takes possession, and sells. If Bills of Sale are to be allowed to remain, he should be compelled, before issuing execution, to go to a magistrate or County Court Judge for an order to that effect, and the borrower should have the same opportunity of explaining his position in a Bill of Sale case as in a County Court case.

The writer's contention is, that no man, especially the usurer, should be in a position, without formal proceedings, to sweep away a man's home, and to bring about those sad consequences which are well known to all who have studied human life. In a case which he has only recently investigated at W.—, the Money Lender took possession for a most trivial sum, advertised a sale, and insisted upon going

on with it. At the time, the debtor's daughter was lying seriously ill, an illness actually brought about by the Money Lender's conduct, but the latter disregarded the request of the father and mother that the sale should be postponed on that account. He and his confederates and a small portion of the public came to the house on the date advertised; the Money Lender insisted on selling everything, including the articles contained in the room in which the poor girl was lying. All pleadings were in vain. He would have *all* the things from *that room*, and in the event of any disputation he would have the girl removed from the house into the street. So the grief-stricken mother had to bring out from the sick room every article of furniture, except the bed. There were other incidents of a painful nature connected with this transaction which, if related, would accentuate the grave consequences and abuses to which those who give Bills of Sale are subject. This is but one of many cases in which such a brutal mode of procedure has been pursued.

The writer contends that an overpowering case can be made out for the abolition of usurers' Bills of Sale.

II. In the second place, the writer thinks it of vital importance that every Money Lender should be compelled to take out a license, fixed at a substantial amount, and to trade only in his own name.

It does not seem at all clear to him why the men who manage to screw more money out of the public than any other class should be allowed to go scot free or without some kind of control. The Usurer may

urge that he pays his quota in the shape of Income tax, but his conscience is, unfortunately, an extremely elastic quantity, and in some instances takes shape in the deliberate manufacture of bad debts on which, of course, no tax is payable. The One Man Limited Loan Companies also have a happy knack of evading stamp duty by going to allotment on the smallest possible capital. By this subtle plan hundreds of thousands of pounds are dealt with per annum, upon which Her Majesty's Exchequer does not profit one farthing.

The Chairman and Managing Director (who is also the sole proprietor) of one of these companies, votes himself at bogus meetings of imaginary shareholders an allowance of £300 for his annual holiday. All this of course is set off against the profits of the company, and the Inland Revenue authorities are defrauded in consequence. The writer has fortunately indicated to those authorities the names of sinners in this direction, and in one case, where a long and continuous system of fraud has been carried on, the whole of one year's declared bad debts, amounting to nearly £3,000, were, much to the credit of the authorities, promptly wiped out and all explanations unheeded.

The plan suggested would compel usurers to disgorge some share of their gains, and effect the further result (equally desirable) of getting rid of the Money Lender's tout or bogey.* One half of the advertisements to be daily seen in the Press emanate from the Agents of banks, companies, and private gentlemen, who derive their share of the plunder from commissions for introduction.

* He even invades "club-land"—his subscription is paid, clothes found, and commission given by the Usurer.—T.F.

Clerks also act as touts, and shower upon the unhappy client whose name is on their employers' books, offers of larger sums of money upon "more reasonable terms," and thus secure not only their own fees, but the early repayment to their principals of the amount of the loan, together with the whole of the prospective interest.

The usurer's up-to-date plan is to conceal his identity under various aliases, in order the more effectually to exploit the borrower, and shuttlecock him from A. to Z., Z's duty being to suck the orange dry.

III. In the third place the rate of interest chargeable by Money Lenders should be fixed at some reasonable limit.

The State has already recognised that it has a duty to perform in this direction, and, by the Pawnbrokers' Act of 1872, regulated the rate of interest which that trader may charge his needy customer. The writer has never been thoroughly able to understand why the usury laws were abolished, and he has reason to think that many financial authorities are of opinion that it was one of John Bull's legislative blunders.

The following admirable letter, on this portion of our subject, recently appeared in the columns of the "Pall Mall Gazette":—

"To the Editor of the 'PALL MALL GAZETTE.'"

"SIR,

"The reason bogus Money Lenders multiply in a similar ratio to our trade depression, is because when poverty-stricken producers are being swamped by adverse circumstances, they are tempted (like drowning men grasping at a straw) to jump into the specious traps which are not only adroitly baited under the cloak of philanthropy, but are bodily displayed in the advertisements of the daily and weekly press. The delusive hopes of the inexperienced are soon crushed when they find themselves inextricably entangled in the venomous coils of these reptiles.

"As necessity cannot avoid borrowing, so commerce cannot progress without mutual credit; therefore, moderate interest is a public benefit, Loans upon equitable interest is the life of trade, yet legitimate business is often undermined by fleecing usurers. The taking of moderate interest is not *malum in se*, but is justifiable when the convenience of society requires it; therefore, a distinction should be made between reasonable profit and unreasonable gain.

"Bonâ fide Money Lenders exist who would scorn to take advantage of their clients; but, unfortunately, a gang of cold-blooded scoundrels are on the increase, who, masquerading before the public under an alias, demand, with the utmost sangfroid, not only scandalous fees, but ruinous usury from their incautious victims.

"Formerly no higher rate of interest than 5 per cent. per annum could be legally enforced upon loans. Not only were contracts for receiving more, void, but the lender was liable to forfeit treble the amount borrowed. Now, it is lawful to lend money at any rate of interest that may be agreed upon by the contracting parties.

"Whether the Government would be right or wrong in suppressing usury is a debateable point, but it is very certain that it would be right to regulate it —right to fix certain rates of interest which it should be legal to charge and illegal to exceed—right to prevent usurers, as far as practical, taking undue advantage of the unsophisticated, the unwary, and the needy.

"The Legislature has wisely put pawnbroking under stringent regulations. This trade is not only obliged to take out a licence, but the rate of interest is fixed by law. However discreditable or disreputable the business may be, the onus rests more with the borrower than with the lender. This class of Money Lenders must be, to a certain extent, capitalists, and yet they are justly put under hard-bound rules. Seeing that the most prudent are liable to unforseen contingencies, pawnbroking is occasionally of value in tiding over pecuniary difficulties.

"Seeing that the accommodation of the pawnshop is partially a necessity, why should pawnbrokers be discouraged and restricted in the pursuit of their avocation, while usurious rogues are encouraged and protected in their fraudulent operations by our own Government? How can the abolition of the usury laws be impartial when pawnbrokers are not exempt? What justification is there for placing one class of usurers under stringent regulations when another class is free to fleece their victims? What penetration is there in taxing responsible pledges when disreputable usurers know that they are shielded by the law, and that their dupes are helpless to obtain redress or restitution? What discrimination is there in thus letting gullible John Bull be victimized by Act of Parliament?

"If he is alive to the numerous scandals which have come to light in various parts of Great Britain in connection with the exorbitant demands of vampires.

surely he will not oppose a measure to prevent their charging more than a legitimate rate of interest.

"J. P. FISON.'

"*Horningsea Isle, Cambridge.*

But be all this as it may, there is no intention here to rake up a controversy on the point, or urge the re-enactment of the usury laws, except in the modified form suggested. In every State of America, and in nearly every country of the world, laws regulating the rate of interest have been prescribed,* and even in cases where there is no distinct enactment (as in Canada) the interest recoverable in the courts is limited to some reasonable figure. As evidence that these restrictions have not injuriously affected legitimate trade, the following letter from the President of the Chicago National Bank may be cited :—

CHICAGO NATIONAL BANK,
CHICAGO, U.S.A.,
December 31*st*, 1894.

DEAR SIR,

In response to your letter of the 17th instant, in my experience I have heard no complaint from traders in reference to the usury laws. The rates allowed are higher than those current in transactions of any amount, and therefore the statutes in force really cut no figure with legitimate traders. In our cities there is a class of sharks who lend on personal property at rates of from 5 to 10 per cent. a month, but their own opinion of the occupation is indicated by the fact that the majority of them do business in the name of somebody else. Efforts have been made at different times to break up their business, but thus far without success. I would protect the poor people in cities by providing that no lien can be given on household goods. This idea is growing in all the States, and will, I think, some of these days, be embodied in legislation by some one of them.

Yours truly,
(Signed) JOHN R. WALSH.

Mr. Thomas Farrow.

In this country, however, the usurer may and does charge, with impunity, from 60 to 3,000 per cent.

* I have obtained full particulars from official sources.—T.F.

Recently the Provincial Court of Hanover passed heavy sentences on several Money Lenders for advancing loans at exorbitant interest. One man was condemned to 2 years' imprisonment and loss of civic rights; and another was sentenced to 3 years' imprisonment with deprivation of his civil rights for a like period. In Belgium the usurer is treated as a social vagabond, which would go to show that others view those who practise extortion, in a less charitable light than we do. The writer does not imply that the example should be too closely followed. Let the crow strut in blissful ignorance as a peacock, and let the usurer pose as a philanthropist or banker, but fix him to his promises, and allow him only to charge that rate of interest which common sense dictates as fair and just; in other words, stop his power to do evil by clipping his financial wings.

IV. The last main point has relation to preliminary fees.

The readers of this book would be astounded if they had the opportunity of perusing the shoals of letters the author has received from those who have been deliberately robbed of fees, without any intention whatever on the part of the Money Lender to make the loan, or any portion of it, assuming that the sum applied for had exceeded that which he might have been justified in lending. Whilst now that it has been decided that a Money Lender can safely do this, and calmly pocket fees without making the shadow of enquiry in regard to the position of the applicant, the matter cannot be allowed to rest where it is. Protection is indeed imperatively

needed for those poor people who are daily allured by the Usurer's bait, and by him induced to part with fees. More than a Cabinet Minister's salary can be easily obtained by this method alone, but that it is a system of moral, if not legal, thieving, there can be no doubt.

The grocer and draper do not dream of charging enquiry fees before acceptance of one's custom, and the Usurer must take the trouble and risk as part and parcel of his self-imposed responsibilities.

If it be regarded as undesirable to entirely abolish preliminary fees, the plan adopted by two or three loan offices of fairly good repute, might with advantage be made binding upon all; namely, no initial expenses for London applications, but some few shillings deducted from the advance; and for country cases, bare railway fare in addition. Let it not be supposed that this arrangement would prove unremunerative to the Money Lender. Whatever the legislature may do, it will be impossible to prevent him from keeping his applicants in suspense until other enquiries came in from the same district, when one railway journey would suffice for all. In other cases the plan would be adopted, as now, of sending the price of a cab fare to a local resident, to repay him for any outlay incurred in ascertaining whether the credit of a neighbour is good enough for the amount applied for. This is mainly a poor man's question, and demands, therefore, sympathetic, as well as immediate, attention.

There are other suggestions upon which the writer would like to dwell, among them being :—(*a*) Prohibition

of the title "bank," except to bona fide bankers. (*b*) Interest only claimable up to the date of repayment of the loan. (*c*) Abolition of Warrants of Attorney—and statutory declarations, default penalties, &c., in promissory note cases. (*d*) Advertisements and prospectuses to contain nothing but the terms and conditions upon which business is done. (*e*) Amendment of section 23 of the Bankruptcy Act of 1890, now cleverly circumvented.

But all these things, together with suggestions which will freely occur to the minds of the readers of this book, can be brought out and fully discussed when those who hold the reins of office and power may see their way to grant an Enquiry (for the first time in the history of this century) into the whole system of usury, and the practices of Money Lenders. The truth will then be revealed in all its aspects—and the writer will himself hope to have the opportunity of submitting unquestionable evidence in support of the allegations he has herein put forward.

Royal Commissions and Select Committees have been, and are being, granted on matters which would appear to be of much less importance to the Agricultural, Industrial and Working classes than the one now under consideration, and surely a Government, which relies for its support upon the good will of the people, will not place any obstacle in the way of an enquiry being, at once, undertaken.

From information which has come to hand, it is practically certain that in taking such a step it would have the unanimous support of all classes of the community

without consideration of politics, creed, or interest, of those who have not suffered, and more especially of those who are suffering from the effects of the system. The honest Money Lender would co-operate and be thankful, while the only man from whom sympathy could not be expected is the unscrupulous extortioner whose deeds have been denounced, whose sympathy is not required, and to whom undue leniency or consideration should not be shewn.

Whatever may be the result, the writer feels that he has done his share in the matter, and will be more than compensated if some little good should accrue from the publication of his Work and Appeal. His desire to ameliorate the lot of those who appear to be victimised *because* they are honest, poor, or in needy circumstances, must be his excuse for earnestly pleading their cause, and asking for that large measure of sympathy and support never withheld by a generous British public.

Appendix I.

(A) Statutory Form of Conditional Bill of Sale.

This Indenture made this.....day of..... one thousand eight hundred and..... Between..... of.....of the one part, and..... of.....of the other part **Witnesseth** that in consideration of the sum of £.....now paid to..... by.....the receipt of which the said.....hereby acknowledges, he the said.....**Doth hereby assign** unto.....his executors, administrators and assigns all and singular the several chattels and things specifically described in the schedule hereto annexed by way of security for the payment of the sum of £.....and interest thereon at the rate of.. .....per cent. per annum. **And** the said.....doth further agree and declare that he will duly pay to the said.....the principal sum aforesaid, together with the interest then due by equal..... payments of £.....on the.....day of..... ..... and the.....day of.....**and** the said .....doth also agree with the said..... .....that he will at all times during the continuance of of this security insure and keep the said chattels and things insured against loss or damage by fire in the sum of..... pounds at the least **And** will pay all rent to become due and payable by him in respect of the premises in which the said chattels and things or any of them now are, **Provided always** that the chattels hereby assigned shall not be liable to seizure or

to be taken possession of by the said.....for any cause other than those specified in section seven of the Bills of Sale Act (1878) Amendment Act, 1882. In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed and sealed by the said..... in the presence of me

[add witness's name,
address, and description].

THE SCHEDULE.

(B) Form of Absolute Bill of Sale.

This Indenture, made the.....day of..... one thousand eight hundred and..... between..... of the one part and..... of the other part. Whereas the said..... has agreed with the said..... for the **absolute sale to him** of the..... .....and effects specified in the Schedule hereunder written for the sum of.....

Now this Indenture witnesseth that in pursuance of the said agreement, and in consideration of the sum of ..... to the said.....paid by the said ..... (the receipt of which

the said.....hereby acknowledges) to the said..... ..... as beneficial owner doth hereby convey and assign unto the said .....all and singular the said.....and effects .....to hold the said... .....and effects unto the said..... his executors, administrators and assigns absolutely.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered by the said ..... in my presence, the effect of the above-written Bill of Sale having been explained to the said..... .....before his execution thereof by me, the attesting Solicitor.

THE SCHEDULE.

(C) Form of Warrant of Attorney.

To.....
of.....
.....in the County of.....
Gentleman a Solicitor of the Supreme Court or to any other Solicitor of the said Court.

These are to desire and authorize you the Solicitor above named or any other Solicitor of the said Court to appear for me ....of .....at any time in the said Court and then and there to receive a Judgment in an Action for the sum of..... for money lent and interest thereon and all or any costs incidental or in relation thereto at the suit of..... .....of..... in the County of..... .....his executors or administrators. AND thereupon to confess the same action or suffer judgment by default or otherwise to pass against me therein and to be thereupon forthwith entered up against me of record in the said Court for the said sum of..... besides costs as aforesaid and also costs of suit as between Solicitor and Client including costs of registering the Judgment. AND I the said.....do hereby further authorize and empower you the said Solicitor or any other Solicitor after the said Judgment shall have been entered up as aforesaid for.....and in my name and as my act and deed to sign seal and execute a good and sufficient release in law to the said..... his executors or administrators of all and all manner of error and errors and proceedings in error and all benefit and advantage thereof and all misprisions of error and errors defects and

imperfections whatsoever had made committed done or suffered or to be had made committed done or suffered in about touching or concerning the aforesaid Judgment or in about touching or concerning any Writ Claim Defence Reply Pleading or any other proceedings whatsoever of or in any way concerning the same. AND for what you the said Solicitor or any other Solicitor shall do or cause to be done in the premises or any or either of them these shall be to you or any other Solicitor sufficient warrant and authority. AND I..... do hereby expressly nominate and appoint..... .....of..... in the County of..... .....Solicitor to witness and attest my execution of this Warrant of Attorney.

In Witness whereof.....has hereunto set h hand and seal the .....day of ....in the year of our Lord One thousand eight hundred and eighty..... ..

Signed sealed and delivered in the presence of..... .....

And I hereby declare myself to be Solicitor for the said .... expressly named by h and attending at h request to inform h of the nature and effect of this Warrant of Attorney (which I accordingly did before the same was executed). And that I subscribe my name hereto as such h Solicitor. ....

.....

the above named Defendant

Memorandum.—The within Warrant of Attorney is given to secure the payment from the within named.....
.....
to the within named.....
of the sum of.....
and all or any costs incidental or in relation thereto (with interest thereon at Five Pounds per centum from the date hereof) as follows :
The sum of.....
.....
.....
And the said.....
doth hereby agree with the said.....
that he will pay the aforesaid sums at the aforesaid address or at any other address to which the said.....
shall have removed between the hours of Nine of the clock in the Forenoon and Five of the clock in the Afternoon on the aforesaid days unless any of the said days happen to be a Saturday and then in that case the payment shall be made before One of the clock in the Afternoon of that day or if it happen to be a Sunday Bank Holiday or any other day or days upon which Banks are or may be usually closed for business then and in that case the payment shall be made before One of the clock in the afternoon of the previous day or on such other extended days as may from time to time be agreed upon between the parties hereto and assented to by the said.....
in writing and that in default in the due payment of any one instalment or in case this security has to be enforced through any breach of the powers hereinafter provided the whole amount remaining unpaid shall become immediately due and owing and shall be immediately recoverable in full by the said.....
.....by the virtue of the powers contained

in these presents. AND IT IS HEREBY AGREED that Judgment may be immediately entered up on the within Warrant of Attorney but that no Action execution or other process or proceeding shall be commenced sued out or prosecuted upon the Judgment so to be entered up until any of the following events shall happen, viz. :—(1) the said..... ..... shall make default in payment of the sum or sums and interest hereby secured on any part thereof at the time or in the manner hereinbefore provided for payment thereof as aforesaid or (2) whether such default in payment shall have been made or not or in case the said.....shall permit or suffer h goods, chattels and effects, or any of them to be distrained for rent, rates, taxes or other impositions or (3) to be seized or taken under any Writ of Execution or other legal process whatsoever or (4) shall not deliver to the said..... the receipt for rent, rates, premium of Insurance and Impositions aforesaid when demanded by writing by him his servants or agents or otherwise or (5) shall sell, remove, or permit, or suffer h goods, chattels and effects, or any of them to be sold or removed from h dwelling house or premises for any purpose under any pretence whatsoever without the previous written consent of the said.....or (6) shall charge, encumber, sell, or otherwise dispose of, or make away with the same or any of them, or attempt, or endeavour so to do, or (7) shall make any assignment for the benefit of Creditors, or file a Petition for Liquidation or do or suffer any act, matter or thing whereby the said.....shall be rendered liable to be made or become bankrupt, or (8) shall be arrested upon or imprisoned under any Criminal or other process whatsoever or (9) shall abscond from h dwelling house and premises or (10) shall otherwise do or permit or suffer to be done any act, or matter or thing contrary to the true intent and meaning of these presents,

or by means whereof the security hereby intended to be given shall or may be in any way whatsoever prejudiced or invalidated, or (11) should the said..... ....at any time discover that any statement made by the said..... ..... at the time of the execution of this Security or previously thereto verbal or otherwise is false or (12) in the event of the death of the said.....or (13) in case the said ....shall give any other Warrant of Attorney AND it is hereby also agreed that it shall not in the event of the said.....delaying to sue out execution on the said Judgment for any length of time or in any other event whatsoever be necessary for the said..... his heirs executors or administrators to revive the said Judgment and that execution or executions may be issued without such Judgment being revived and that no proceedings in error or in equity shall be commenced or prosecuted or any advantage taken or attempted to be taken by the said..... h heirs executors or administrators for or on account of the premises or other matter cause or thing whatsoever relating to or in anywise concerning the issuing or executing of any such execution or executions as aforesaid or any other proceedings which may be taken on the said Judgment or to enforce the execution thereof according to the true intent and meaning of these presents. Dated this.....day of.....in the year of our Lord one thousand eight hundred and eighty.....

Witness..... } .....
..... }
..... } .....

(D) Form of Statutory Declaration taken in conjunction with Promissory Notes.

STAMP 2/6.

I,..... .....
do solemnly and sincerely declare as follows :—

1. The above Christian and Surname are my proper name or names, and I am not known and have never passed by any other name or names, and my sole occupation is that of .....

2. The whole of the Household Furniture, Fixtures, Utensils, Books, Plate, Linen, China, Glass, Ornaments, Pictures, Goods, Chattels, Pianoforte.....now being in, upon and about the dwelling-house and premises, situate at.....
.....
.....
are my sole and absolute property, and are not, nor is any part thereof in any way settled, charged, or incumbered by me, or by authority or cognizance, and are free and clear of and from any Settlement, Mortgage, Assignment, Judgment or Execution, or any incumbrance whatsoever.

3. The said Household Furniture, Fixtures, Utensils, Books, Plate, Linen, China, Glass, Ornaments, Pictures, Goods, Chattels, Pianoforte..... .....
.....
are still in upon and about the dwelling-house and premises aforesaid.

4. The rent of the aforesaid premises has been paid and discharged up to the.....day.....

5. The whole of my Debts and Liabilities do not exceed the sum of.....pounds, and my Household Furniture, Fixtures, Utensils, Books, Plate, Linen, China, Glass, Ornaments, Pictures, Goods, Chattels, Pianoforte..... are of the value of.....pounds.

6. I am in no way indebted as a Borrower or as a Surety to any Money Lender, Private Person or Persons, Loan Office or Monetary Firm for any loan or advance, up to the date that I sign this Statutory Declaration.

7. I have requested..... to lend me the sum of.....pounds, and.. ..... agreed to advance the same upon the faith that all the above statements on my part are true.

And I make this solemn Declaration, conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declaration Act, 1835.

Declared at.....in the County of.....the..... day of.....one thousand eight hundred and..... } .....

Before me,

.....

A Commissioner to administer Oaths in the Supreme Court of Judicature in England.

(E) Form of Promissory Note, containing Default Interest Clause of 216 per cent.

.....day of.....18

£

We jointly and severally promise to pay the..... Deposit Bank, Limited, or order, the sum of.....pounds .....shillings and..... .....pence, for value received, by instalments, in manner following, that is to say, the sum of.....pounds.....shillings and ..... pence, on.....the.....day of.....and the sum of .....pounds.....shillings and.....pence, on the .....day in every succeeding.....until the whole of the said.....pounds.....shillings and..... pence shall be fully paid, and in case default is made in payment of any one of the said instalments, the whole amount remaining unpaid shall become due and payable forthwith, together with interest at the rate of a half-penny in the shilling per week from the date of such default on the aggregate amount of the instalments then remaining unpaid, until the actual payment thereof. No time given to, or security taken from, or composition or arrangement entered into with either party hereto, shall prejudice the rights of the holder to proceed against any other party.

.....

.....

.....

Payable at

.....

Brighton.

(F) Form of Demand for production of Receipts for Rent, Rates, and Taxes.

.....Deposit Bank, Limited,

To Mr.....

Sir,

In accordance with section seven of the Bills of Sale Act (1878) Amendment Act, 1882, and in pursuance of the terms and conditions of the Bill of Sale granted by you to us, we hereby demand that you produce to us your last receipts, rates, and taxes within seven days from this.....day of..... 189.....

For and on behalf of the .....Deposit Bank, Limited.

.....

Manager.

Appendix II.

Prosecutions of Money-Lenders at Mr. Farrow's instigation.

(1) Southern Counties Deposit Bank, Limited.

THE COMPANIES' ACT, 1862.

At the Borough Police-court on Wednesday, June 27th, 1894, before the Mayor (Ald. Hart), Sir Thomas Wright, and Messrs. H. T. Chambers, B. C. Wates, J. Griffin Ward, T. Fielding Johnson, and A. Baines, a number of summonses against A. J. Suffolk, manager, and John Kirkwood, of Worthing, the managing director of the Southern Counties' Deposit Bank, Limited, came on for hearing. Twelve summonses against Suffolk charged him with issuing receipts of the said company wherein the name of the company was not mentioned in legible characters, and other summonses were for issuing advertisements in which the name of the company was not mentioned in legible characters, and for not having the name of the company printed outside the offices, No. 44, London road, Leicester.

Mr. A. T. Carter appeared to prosecute on behalf of the Board of Trade, and Mr. Toller, instructed by Mr. F. W. Billson, defended. There was a large attendance in court.

Mr. Carter intimated that as there was a charge against the company, he would first proceed with that. He had to bring before the Bench certain infractions of

the Companies Act of 1862, section 41, which provided that every limited company under the Act should paint or affix its name on the outside of every office or place in which their business was carried on in a conspicuous position in letters easily legible, and in default should be liable to a penalty not exceeding £5 for each day of default. Under the Summary Jurisdiction Act the Bench had discretionary power to mitigate the penalty for the first offence, but he was instructed by the Board of Trade to press for the full penalty of £5 for every day that the name was not so affixed, because he proposed to lay before them facts which indicated that this neglect to comply with the provisions of the Act was only one integral part of an impudent scheme to hoodwink the public, and another part of the same scheme was to attempt to "bounce" the Board of Trade, in order to get the sanction of the Government to putting up a change of name of the company, in order that, when they entered the Midland counties, they having previously carried on their business in the Southern counties, they might commence a business under a new name which was not known to the public, and say nothing about a name which was tainted with fraud and polluted with cruelty.

Mr. Toller protested against this language, saying he could not understand a Government prosecutor taking such steps as this. It was most unjustifiable.

Mr. Carter, continuing, said that the company was started in 1885, and the memorandum was registered in due course. The list of subscribers was also attached. Learned counsel proposed to read this list, but

Mr. Toller objected, and appealed to the Bench to stop it.

The Mayor: The Bench don't think it ought to be stopped.

Proceeding to read the list of subscribers, Mr. Carter drew attention to a number of them who could not be found at the addresses given. Mr. Kirkwood, at the date of the return, held 15,000 shares, his wife held some, and his six children, the youngest of whom was born in 1887, had 2,000 each. The head office was registered at Brighton, and in a short time they did a good deal of business there, especially among small farmers. In the years from 1885 to 1893 the bank issued 1,312 bills of sale, of which there was an average of 437 a year for the last three years. The lowest amount for which a bill of sale could be issued was £30, and on that basis the bills of sale represented over £12,000 a year. An advertisement was issued in the papers in the southern counties.

Mr. Toller again objected, but the objection was overruled.

Mr. Carter said the Government took up this case in the interests of justice.

Mr. Toller: In the interests of Mr. Farrow.

Proceeding to read the advertisement, Mr. Carter drew attention to the statement that money would be lent on note of hand only, and "This Bank was expressly incorporated by Act of Parliament to advance money at a low rate of interest to respectable persons." There were two ways in which the bank made money, by note of hand and by bill of sale. He would put into the

box an ex-valuer of the company, who would tell what the instructions of the company were, the instructions being given by Mr. Kirkwood. He would endeavour to trace the process of the bank with regard to bills of sale, but as it was very difficult, perhaps his learned friend would help him.

Mr. Toller said he would not assist in any way, as the prosecution was doing what no court of law dare allow them to do.

Mr. Carter said that people were invited by the advertisement to come for money on note of hand only, but in most cases they made the loan £30 in order to be able to get a bill of sale. Many of the borrowers were not told it was a bill of sale at all, and others were told that the documents they signed would not be registered, which was not true. Counsel next described at some length the method by which the interest on the loans was calculated, alleging that on £30, after paying fifteen monthly instalments of £2 each, £19 5s. 3d. was owing, and if it was desired to pay that off at once "anticipatory" interest was claimed to the amount of about £5. In some cases a second bill of sale was issued on account of the interest, the result of which was that about £57 was required before the £30 was really paid off. A branch of the bank was started in Leicester last November, and on May 4th last there was no name exhibited at all. The company on coming here desired to change its name, and correspondence took place with the Board of Trade. The company suggested the names of the "Provincial Union Bank, Limited," "The United Provincial Bank, Limited," and

"The Lombard Bank," but after putting them off many times, the Board of Trade ultimately declined to sanction the change, the last letter being written on May 11th. In the meantime things had happened elsewhere. The character of the bank was brought before the public in various ways, and the "Pall Mall Gazette."———

Mr. Toller protested strongly against this being introduced into the case. It really was scandalous. He had sat there writhing at the gross injustice which was being done to his clients by all these matters being brought to the notice of the Court, and now it was sought to allude to something which took place in a newspaper. He submitted that whatever the character of the Southern Counties Bank, they were entitled to common honest justice, but to introduce a series of newspaper articles was a step which ought to be put down.

Mr. Carter: Her Majesty's Government is in possession of the public organs of information. Proceeding to detail the manner in which the Board of Trade came into possession of the facts of the case, Mr. Carter said Mr. Thomas Farrow had been engaged in investigating the causes of agricultural depression, and had come into knowledge of an organization whose ramifications were so widespread, and whose methods and objects were so detestable, that he naturally paid attention to it, and examined the matter very thoroughly. He supplied the materials from which the "Pall Mall Gazette" wrote articles, and matter was brought to the notice of the House of Commons, and further to the Board of Trade. In the early stages of the correspondence he had read, the Board of Trade had no

knowledge of the real character of the bank, but they later came into possession of that information, and in consequence declined to sanction the title of "Lombard Bank," preferring that it should sail under its old flag, and continue in the name by which it had hitherto been known. On May 4th Mr. Farrow, together with a Mr. Palmer, came down to Leicester, and, as a result of inquiry, he desired to see whether this bank had any connection with his old friend the Southern Counties Bank. He carefully examined the outside of the house, No. 44, London-road, where the bank was situated, but found the only name outside was "Mr. Suffolk—private." Proceeding to find out how the bank was doing business, Mr. Farrow saw advertisements in the local papers similar to some he had seen in the southern papers, headed, "The Provincial Union Bank." It was ascertained that people had gone to the place, and obtained receipts in the name of the Southern Counties Bank, and that was the offence complained of. Mr. Farrow came to the conclusion that the absence of the name of the bank was not accidental, but that it was done with forethought. The front of the premises, he (Mr. Carter) contended, was only kept clean in the hope that the Board of Trade would sanction the new name, and that they could then again commence business as a fresh concern. In some cases the receipts which were given under the bills of sale were in the name of the Provincial Union Bank, thus showing that the two banks were run together.

MR. J. BARBER, principal clerk to the registrar of Joint Stock Companies, produced the register of the Southern Counties Deposit Bank, Limited.

MR. T. FARROW gave evidence of the inquiries he had made as to the 1893 register of this company, and explained that he had written to all the shareholders, but that every letter had been returned through the Dead Letter Office—he supplied the material for the articles in the London paper which had been referred to. On May 4th he went, with a Mr. Palmer, of Kettering, to inspect the premises 44, London-road. Mr. Palmer went inside the house, and witness made an inspection outside. On a brass plate by the door was the name "Mr. Suffolk." He saw nothing to indicate the name of the company who occupied the premises.

On May 17th he again visited the premises 44, London-road. On that date he found there was a small strip of printed paper pasted over the letter-box, but the words were invisible from the street, being about a fifth of an inch in depth. He went and looked, and found the words were "The Southern Counties Deposit Bank, Limited."

Cross-examined by Mr. Toller: He had studied the Companies Act for himself. He knew that the section under which the summons was brought was for the protection of creditors. Asked whether the people who borrowed money of the bank were debtors or creditors, witness replied that in the eyes of the bank and of the law they were debtors, but as they were nearly all robbed they became its truest creditors. He could suggest the names of several persons who were affected by the proper name of the bank not being published. He could not swear that these proceedings were taken in consequence of his not

seeing the name on the door, but they were taken bona fide in the interest of the public.

After further questions,

Mr. Toller said he contended that this was not a bona fide case on this particular charge, but that it was brought in order to bring to light other matters which were not evidence. He submitted that he had a right to try to show that so far as the witness was concerned it was not bona fide, but was brought with ulterior motives.

The Mayor said that was a hard thing to say.

Mr. Toller replied that that might be so, but it was true.

Witness denied that he was acting otherwise than bona fide. He had given the defendants every opportunity in this matter, and even before he had exposed them in his St. James's Hall speech he wrote them several letters but could get no answer whatever from them.

Mr. Toller said from this point of view this was an utterly unjustifiable prosecution.

The Mayor expressed the opinion that the conduct of the witness in the matter was perfectly justifiable.

Mr. Toller was sorry to hear that opinion before the case was completed. To show the feeling of the witness he read a letter written by Mr. Farrow to the defendants, in which he had stated that as he could not get any reply to his questions he would use every means to put an end to their professedly philanthropic but heartless and unprincipled establishment.

Mr. Chambers: Very good.

Mr. Toller remarked that if the Bench endorsed the letter in that way he would not ask anything more.

J. PALMER, of Kettering, who accompanied the last witness on May 4th to the office, gave similar evidence as to the absence of the name of the company.

THOS. JOS. LOVE, of Frank-street, Leicester, said he applied last December by letter for a £30 loan of Mr. Suffolk at 44, London-road. Suffolk came to see him, and he (witness) understood that he was borrowing the money on note of hand alone.

Mr. Toller objected to the evidence, but it was admitted so far as to show that business was transacted at London-road.

Examination continued, witness said he went to London road in the afternoon of the same day and signed a document, but he had not the least idea that it was a Bill of Sale on his furniture. He was next questioned as to what he thought with regard to the method of payment.

Mr. Toller objected, but said he would not wait for the ruling of the Bench. He appealed, however, to the Bench to have the evidence taken down by the clerk.

Having consulted with the magistrates,

Mr. Blackwell said the Bench were of opinion that it was sufficient to show that business was done at the place. The present evidence was a little out of the way.

Mr. Carter said that he tendered the evidence in order to redeem the promise he made that he would prove everything he opened. The object of proving that was to show the true character of the bank, and the reasons why they would not put their name up.

Mr. Toller admitted that his friend was faithfully carrying out what he promised, but pointed out that the

opening statements were allowed against his protest. He now objected to the evidence, and it was ruled out, although the damage had been done by the opening.

Mr. Carter said the arrangement was that he should open and then offer the evidence, and if the Bench thought it irrelevant they would object to it.

Mr. Toller: Yes, but my friend knows he has no right to open on evidence that is not admissible.

After some discussion, the question was asked how long the case was likely to last.

Mr. Toller thought about three weeks at the present rate.

The examination of the witness having been continued,

Mr. Chambers remarked that the Bench were satisfied that business was carried on there.

Examination continued: He paid the loan back by £1 a week, and was not asked for interest.

Mr. Toller remarked that this evidence was ruled out.

The Mayor (to Mr. Carter): Your object, I suppose, is to justify the Bench in inflicting the full penalty?

Mr. Carter: Yes.

Mr. Toller: Then it comes under protest by me.

Examination continued: He paid off £24, and then went to the office and asked Suffolk how much money he still owed. He wished to pay it back in consequence of the disgrace, the fact of his having signed a bill of sale having become known and ruined his credit. He was told there was £14 15s. still due. He paid two further instalments, leaving £4 due on the principal. The receipts produced were headed "Provincial Union Bank, 44, London-road, Leicester."

Cross-examined: He had not the slightest idea that he was signing a bill. He thought he was signing a note of hand. He knew that the whole of his furniture was put down on the paper, but that did not show him it was a bill of sale.

Re-examined: The document was not given him to read. Had he understood it was a bill of sale he would not have had the money for anything, as he was not short of money.

This being the case,

Mr. Toller submitted there was no case. The only offence proved was that on the 4th of May there was no name outside the premises on London-road. There was no evidence that on the 4th May the Southern Counties Bank were carrying on business there, and the Act of Parliament did not prevent any individuals from carrying on business. He admitted that the evidence showed that the company issued a bill of sale at the premises on December 7th, but that was not May 4th, and he could call the charwoman to rebut the evidence given as to that date (laughter). She would say that the same name was on the door that day as on others. But the main contention he had to make was that the Bench had to consider the intention of the Act of Parliament in giving a decision in that case. He had protested against the way in which the case was opened, and wished to refer to the allegation of interest being charged at 60 per cent. With regard to that, he pointed out that persons who went to such offices for money had, as a rule, no security to offer. They knew they were charged high rates of interest, and in many

cases they paid back nothing at all. Perhaps it was true that those who would pay had to pay for those who did not, but he protested against that prejudicial element having been imported into the case at all. He submitted that the last witness's evidence, that he did not know he was signing a bill of sale, was absurd. Learned counsel then asked the Bench to deal fairly with this case in accordance with the spirit of the Act of Parliament, and not be led away by evidence which was inadmissible. They should judge the case on the merits, and say whether they thought any single individual was injured by the absence of the name of the company on the 4th of May, to such an extent as to justify a penalty of £5 per day.

The Mayor asked if it was a company at all, or was it a bogus company?

Mr. Toller said if the Bench would rule at once that it was not a company there would be an end of the case, as without a company there was no offence. Would the Bench rule that?

Mr. Wates: You cannot cross-examine the Bench.

Mr. Toller: No, but if I am asked an irrevelant question I can answer it. Continuing his address, learned counsel contended that the provisions of the Act under which this summons was laid were framed for the protection of creditors of limited liability companies. The absence of the word "limited" was the crucial point, and he contended that nobody had been injured in this case by the absence of the name. If any offence had been committed it was a technical one only, and would be met by a

fine of the smallest coin of the realm. He submitted that the Board of Trade was not asking for the full penalty because the case was not a bad one under the Act, but because of the manner in which the company's business was done. That was a shameful course for the Board of Trade to take, and he asked the Bench to deal entirely in the spirit of the Act. The reason why the name was not up was because of the intention to change it, and the company was awaiting the decision of the Board of Trade itself. They kept the defendants about, and now brought an action against them for a technical offence to which their own delay contributed.

Mr. Carter, in reply to the Bench, intimated that he desired to proceed with other cases.

An adjournment was then made for luncheon.

On resuming, the Mayor said the Bench considered the offence proved, and inflicted a fine of £5 for the offence on the 4th of May.

Mr. Carter asked if it was not found that the offence was committed on other days?

Mr. Ward did not think the judgment should be argued.

JOHN KIRKWOOD and ARTHUR J. SUFFOLK, the managing director and manager respectively of the company, were then summoned for default in affixing the name of the company on the premises in London-road between the 15th December, 1893, and May 5th, 1894.

Mr. Carter said the evidence was very similar to that in the last case but brought under another section.

JOS. JAMES HORACE CHESTER, secretary of the

Southern Counties' Deposit Bank, Limited, who appeared on subpœna, produced the minute book of the company, showing a resolution passed last December at a special general meeting of the shareholders to change the name of the company. He was not present at the meeting, and the minutes were not in his handwriting, but he signed them as secretary. There were no names recorded, and he did not know who was present at the meeting. The same occurred with regard to the minutes of another meeting. He signed them at the request of the chairman, Mr. Kirkwood. He had never been present at any of the meetings, but had regularly signed the minutes. He had been secretary, cashier, and bookkeeper since 1891, but could not remember how many directors there were.

Mr. Toller protested against the question.

The Mayor thought the magistrates were entitled to the information.

Being pressed, witness said he believed Mr. and Mrs. Kirkwood and a man named Tapping were directors. He never sent out notices summoning a meeting of directors or shareholders, and he had never seen any such notice. He had never seen any meeting of shareholders held, and never saw a list of shareholders.

Mr. Toller said he protested against the whole of this evidence, but as he was every time over-ruled he would say no more except that the evidence was utterly immaterial and inadmissible. He should take no further notice of the questions.

Mr. Blackwell: You have said that so many times.

The Mayor: If you would only keep to that course we should go on.

Witness was further examined as to details of the management of the company, and was asked to produce the letter book of the company, which was done.

Mr. Toller said that to go on like this was a prostitution of justice, and everything else, and he was sorry it was allowed by the Bench.

The Mayor said there was never a case of the kind in which the Bench was placed in so awkward a position as in this.

Mr. Toller knew that, but asked for a ruling one way or the other as to the letter book. The prosecution was entitled to the book to prove any specific letter, but not to look through it on a roving commission.

The Bench ruled that the book was admissible, and Mr. Toller again protested.

Mr. Blackwell (magistrates' clerk) remarked that he never heard anything so disgusting in his life.

Mr. Toller repeated the observation, and added: I don't know what he refers to by that.

Mr. Blackwell: I refer to these constant interruptions by an advocate.

Shortly afterwards, Mr. Toller remarked to the defendant Kirkwood, who was sitting behind him: "It is no use, Mr. Kirkwell, the Bench are determined——"

Mr. Ward: It is not proper to make these observations. It is very shameful to make such remarks.

Mr. Toller: I am very sorry, but I protest against anything going on which is not evidence against Mr Kirkwood.

Mr. Carter said the object was to find the letters sent from the head office at Brighton to the Leicester branch, to show that Kirkwood was aware of everything that was done.

No other evidence being called,

Mr. Toller submitted that there was no evidence at all before the Court of any offence.

Mr. Carter said he thought the Bench were satisfied to accept evidence of the offence as given in the last case.

Mr. Blackwell said the case must of course be proved. He had no evidence that the name was not exhibited.

The case was consequently dismissed for want of evidence.

Mr. John Kirkwood was then charged on a further summons, viz., for not mentioning the name of the company in a certain advertisement in May, 1894.

Evidence was given by Mr. Thomas Cook, of Leicester, showing defendant's knowledge of the form of the advertisement.

Mr. Toller contended that there was no offence, as pending the change of name of the company defendant was entitled to advertise in whatever style he choose.

The Bench considered the case proved, and inflicted a fine of £50, or three months' imprisonment.

Another summons for a similar offence in an advertisement in another paper on March 16, 1894, was next taken.

In this case Mr. Toller submitted that there was only one authority with respect to the advertisements, and

therefore there was only one offence, and for that a fine had already been inflicted. He asked the Bench to think well before fining defendant again.

Mr. Carter submitted, in reply, that if his friend's contention was right a man if fined for an advertisement in the south of England might insert the same advertisement in every other paper. He contended that the offence was a separate one in each paper.

The Bench again convicted, and imposed another penalty of £50. The Mayor appealed to the prosecution whether they considered it advisable to go on with the other cases.

Mr. Carter, having consulted with the solicitor to the Board of Trade, said he would withdraw the other summonses against Kirkwood in respect of the advertisements.

Before leaving the Bench, the Mayor said that the magistrates thought some little apology was due from Mr. Toller with regard to some of the observations he had made. No doubt he was carried away by earnestness, and said things which would not bear reflection. He (the Mayor) did not know that the magistrates felt it very keenly, but so far as the clerk was concerned, it was carried to such an extent as to make things unpleasant, and to call for some apology.

Mr. Toller said he was very glad indeed the Mayor had mentioned the matter. He admitted being sometimes led away on the spur of the moment to say things which he afterwards wished he had not said. Counsel sometimes had a difficulty in remembering that the lay mind could not easily appreciate the legal aspects of the

case. In all the objections that he had taken, and in all that he had said, he had acted most conscientiously, believing that every word of objection was good, but he was heartily sorry for anything like friction that had occurred that day. He felt that he had gone further than he ought to have done, and therefore he sincerely apologised to the Bench, and also asked his friend Mr. Blackwell to believe that it was done entirely on the spur of the moment.

The Mayor said the Bench were pleased to hear that expression from Mr. Toller.

(2) "Mr. Wilfred Wilberforce."

PRELIMINARY FEES.

Mr. Lane, Q.C., was engaged for several hours on January 8th, 1895, at the North London Police Court in hearing a charge of fraud against a money-lender advertising himself as "Wilfred Wilberforce," of Stroud-green-road, Finsbury Park. Mr. Geoghegan and Mr. Lethbridge Marshall (instructed by Messrs. Remnant and Co.) prosecuted, and Mr. C. V. Young and Mr. H. B. Wedlake defended.

MR. GEOGHEGAN, in stating his case, said the prisoner was a money-lender, and there was evidence forthcoming (and some fresh cases had even been reported in court that day) that he had received fees for the advance of money, and given no adequate remuneration. Mr. Lane: No adequate remuneration? Mr. Geoghegan: No remuneration whatever. Every day complaints were received from all parts of the country that various people had been swindled. A lady previously unknown to the parties had come into court that day as a result of seeing the initial proceedings reported in the papers in order to give evidence against the prisoner. The prisoner advertised in the name of Wilfred Wilberforce, 11, Stroud-green-road, and also as Henry Trowbridge, 456, Seven-sisters-road. So far as could be ascertained, the prisoner had no right to the philanthropic name of Wilberforce. His proper name was Pockett, a most appropriate one under the circumstances. (Laughter.)

The advertisements, which were inserted in local and

other papers throughout the country, set forth that a "private gentleman was ready and willing to advance "money (from £5 to £2000) privately to any responsible "person, male or female, without the ordinary loan office "formality, at 5 per cent. interest."

He had reason to believe that this had been going on since 1890, but persons defrauded had not come forward to prosecute, either from lack of means or from a wish to avoid having their pecuniary embarrassments discussed. But he had a typical case in court that day. There was an insurance agent, named Charles Pearson, living at Willesborough, Kent. He saw the prisoner's advertisement in a local paper, and sent a letter asking the terms upon which he might have a £10 loan. The reply was in the form of printed documents, which said that responsible applicants might safely rely upon having what they required. There was an addition to the effect that distance from the lender's office was no object; that there were no deductions, no publicity, and no enquiries made in the applicant's neighbourhood; 10s. was required to defray necessary expenses. In the event of a second advance no expenses would be charged.

The prisoner's rate of interest was stated to be 5 per cent. per annum; but this was absolutely untrue. It was 5 per cent. per month, which was 60 per cent. per annum. Mr. Young: There is no 5 per cent. on the document. Mr. Geoghegan: Cash advanced; 5s. interest for £5. As a matter of fact, the interest charged in numerous instances by this man was 60 per cent. per annum. The advertisements further say, "No publicity

and no bills of sale," when, as a matter of fact, he invariably registered his bills of sale, and oftentimes borrowers found themselves mentioned in "Stubbs's Gazette." But Pearson was not a man to be readily caught in this man's clutches. He wrote, in reply to the prisoner's inquiries, that he could offer responsible security in the form of furniture valued at £50; but the prisoner, without, so far as Pearson knew, seeing as to the value of the proffered security, wrote, saying he could not entertain the application unless proper security was forthcoming. The contention was that the furniture was adequate security, and that the prosecutor had been defrauded of his 10s., because it had not been expended in making enquiries. There was a very cruel instance in point. A widow lady living at Richmond applied for a loan on the security of her furniture, and sent 10s. The return fare to Richmond was only 2s. 6d., and yet the prisoner kept the 10s. and declined the loan. There was no enquiry, so far as she knew, as to her solvency.

The prosecutor was called, and gave details of his negotiations with the prisoner. He wanted the £10 to pay off a doctor's bill.

Mr. Herbert Lee, valuer, of High-street, Ashford, was called to prove his estimate of the value of the prosecutor's furniture when he saw it on Monday night, namely, £55 18s. 6d.; but Mr. Young said the magistrate well knew (although probably the prosecutor did not) that a bill of sale could not be given for £10. Mr. Lane replied that this was so.

In reply to a question by Mr. Young, the prosecutor said that he had seen an advertisement inserted by Mr.

Farrow in an Ashford newspaper, and had got into communication with him.

He had not previously seen the card shown to him by Mr. Young, nor did he know that Mr. Farrow delivered lectures on the subject of usury.

MR. LANE said that in this case he did not think for a moment there was anything to go to a jury. What was it beyond the usual form of advertisement? In fact, a little less flowery and ornate than some advertisements. There was nothing misleading about it. He said he would lend to responsible people, and he looked at all the risks. The 10s. had to be paid before the application was considered at all. He had not a word to say against the prosecutor. He had only taken a strong view of his own position. Assuming the prosecutor to be a responsible man and his security good, the onus would have been upon the prisoner to show that he had made inquiries to satisfy himself that the statement was true. But if he saw on the face of it that the application was not a good one, he might put the 10s. into his pocket for his attention to the matter. The prosecutor had not shown that he could have repaid the money except by the most rigid economy, and without considering contingences of illness or lack of work. On this charge the prisoner was acquitted.

Mr. Geoghegan asked for time in which to consider whether he would prefer another charge against the prisoner, which was granted. Subsequently Mr. Geoghegan said he knew there were legal difficulties in the case just decided, because of the impossibility of giving a bill of sale for £10.

Mr. Lane: In every case, according to the terms of the printed agreements, the money-lender says: "Before I look at your papers or take any trouble in the matter I must have 10s. for contingent expenses." If a good application on the face of it is sent in, he is bound to go further and make independent inquiries, and if he shows a disregard to the statement, and puts the money into his pocket it is a fraud. But very often he sees it is a risky and dangerous application, and then he can put the money into his pocket without further inquiry.

MR. YOUNG said he thought it due to his client to say that he had in court over 300 bills of sale, current at the present time, and the cashier of his bank was present to prove his balance to exceed £1,000. He was a perfectly *bonâ fide* money-lender.

Mr. Geoghegan said Mr. Young had better not go into his client's character as yet, because he (Mr. Geoghegan) intended to prefer another charge, and there was another in connection with a bogus company.

The prisoner was then charged with obtaining 10s. by false pretences from HENRY CLEMENTS, an oil and colourman, of Croydon. Mr. Geoghegan mentioned that with regard to bills of sale the prisoner made it a frequent practice to advance £10—take a Bill for £30 and receive back £20 at once—thus only lending £10. Mr. Lane said such bills of sale were void in law. In this instance the prosecutor offered his stock and fixtures, which he then valued at £90, and which he had since sold for £98, for a loan of £50. The accused made no inquiry, but after receiving 10s. declined to grant the loan.

Mr. Lane said that in his opinion the margin offered by the prosecutor was not sufficient to cover a loan of £50.

Mr. Geoghegan: But we say that he had no business to put the 10s. in his pocket without making inquiry and satisfying himself on the point. Even if he found afterwards that the risk was too great and had made the inquiry we might not complain.

Mr. Lane: If I were lending money I should not have taken the risk.

Mr. Geoghegan: But you would not have taken the man's 10s.?

Mr. Lane: Oh, yes, I should if he had put me to trouble by making an application for a loan and not offering a suitable security. At the same time I am not prepared to say that this system of obtaining 10s. in this way is not more or less a fraud. I shall hold that this case also has not been made out, and I shall discharge the prisoner.

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